

Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR - Lois Wells

AUCTION LOCATION - Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Wednesday, June 11th, 2025 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the "SOFT CLOSE".

<u>AUCTIONEER</u> – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with "Seller" to offer to sell at public auction certain real property.

OFFERING -

Legally described as:

Offering #1. +/-0.96 Acres and Improvements; Parcel ID: 012.20; LADY & KING PR REPT 2, 9&10; Plat Book 52 Page 670 Address: 963 Beaver Creek Rd., Bluff City, TN 37618

Offering #2. +/-21.89 Acres and Improvements; Parcel ID: 012.00; LADY & KING PR REPT 2, 9&10; Plat Book 52 Page 670 Address: 969 Beaver Creek Rd., Bluff City, TN 37618

Offering #3. +/-0.62 Acres; Parcel ID: 012.10; LADY & KING PR REPT 2, 9&10; Plat Book 52 Page 670 Address: 975 Beaver Creek Rd., Bluff City, TN 37618

Offering #4. +/-0.74 Acres; Parcel ID: 011.00; LADY & KING PROPERTY; Plat Book 52 Page 670 Address: 997 Beaver Creek Rd., Bluff City, TN 37618

- Online Bidding Open NOW
- Online Bidding <u>Closes</u> on Wednesday, June 11th, 2025 at 3 PM (EST)

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) Bidding Registration: Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact Kaitlyn Harman at (540) 745-2005 or by email at <u>BlueRidgeLandandAuction@gmail.com</u>. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) No Financing Contingency: By participating in this auction, bidders hereby agree that their bid shall <u>NOT</u> be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) Buyer's Premium: A Ten Percent (10%) Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. Example: (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) Purchase Contract: Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by United Country | Blue Ridge Land and Auction no later than 24 hours from the time said Purchase Contract

was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A <u>\$5,000 PER OFFERING</u> non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, July 28th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against United Country Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

- 18) Disclaimer: All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) Broker Referral Fee: A Broker Referral Fee of 2% (of the High Bid Price) is offered to TN State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to <u>BlueRidgeLandandAuction@gmail.com</u>. If these steps have not been completed, a broker referral fee will not be paid.
- 20) Pre-Auction Sales: As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating TN State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Deed Restrictions:** Deed Restrictions apply to all offerings as stated in previous recorded deeds to property as follows:

This conveyance is subject to the following restrictions which are covenants running with the land, binding upon heirs, successors and assigns of the parties hereto:

- 1.) No single-wide mobile homes shall be located on the property for any purpose; and
- 2.) Any double-wide or modular homes located upon the property must have a permanent foundation.

Matt Gallimore – United Country Blue Ridge Land and Auction Owner, Real Estate Broker, Auctioneer, MBA 102 South Locust Street; PO Box 234 Floyd, VA 24091 540-239-2585 <u>Gallimore.Matt@gmail.com</u>

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294		
Virginia Real Estate Firm License #	0226000240		
North Carolina Auction Firm License #	10299		
North Carolina Real Estate Firm License #	C35716		
Tennessee Real Estate Firm License #263941			
South Carolina Auction Firm License #	4208		



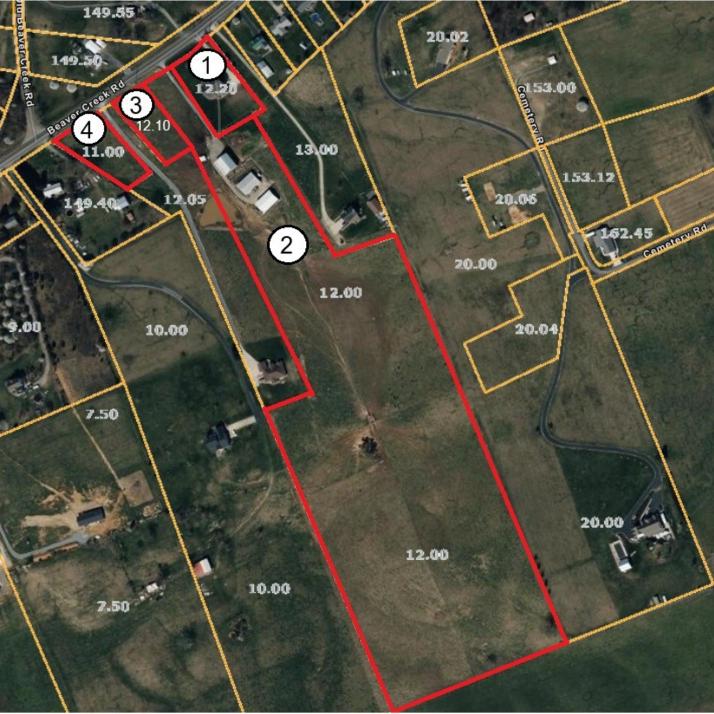
Aerial

Auction Services



Sullivan County GIS Map, 4 Offerings Beaver Creek Road

Parcel #'s - 081NA 012.20, 12.00, 12.10, & 11.00



Offering # 1 - 963 Beaver Creek Road, Bluff City; +/- .96 AC & House;

Offering # 2 - Beaver Creek Road, Bluff City; +/- 21.89 AC & Buildings

Offering # 3 - Beaver Creek Road, Bluff City; +/- .62 AC

3

Offering # 4 - Beaver Creek Road, Bluff City; +/- .74 AC



Aerial Offering #1 963 Beaver Creek Rd., Bluff City, TN 37618





Aerial Offering #2 969 Beaver Creek Rd., Bluff City, TN 37618





Aerial Offering #3 975 Beaver Creek Rd., Bluff City, TN 37618





Aerial Offering #4 997 Beaver Creek Rd., Bluff City, TN 37618





Contour Offering #1 963 Beaver Creek Rd., Bluff City, TN 37618

OFFERING #1 +/-0.96 AC



Contour Offering #2 969 Beaver Creek Rd.,

Auction Services





Contour

Offering #3 975 Beaver Creek Rd., Bluff City, TN 37618





Contour Offering #4 997 Beaver Creek Rd., **Auction Services** Bluff City, TN 37618

OFFERING #4 +/- 0.74 AC



Neighborhood

963 Beaver Creek Rd., Bluff City, TN 37618





Location

Auction Services

963 Beaver Creek Rd., Bluff City, TN 37618



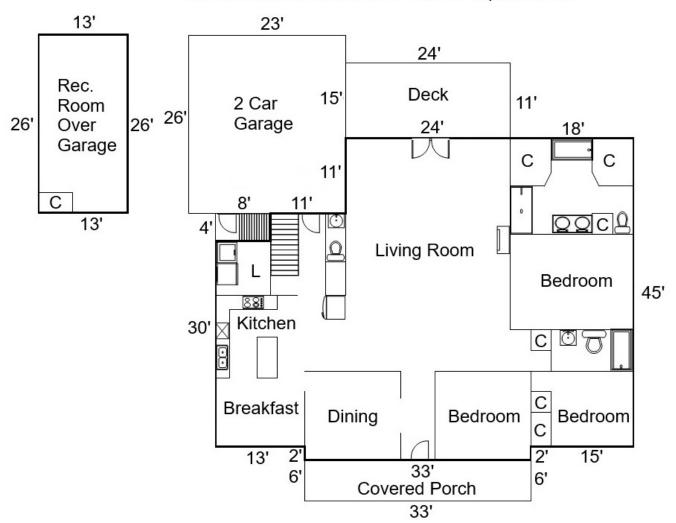


Floorplan

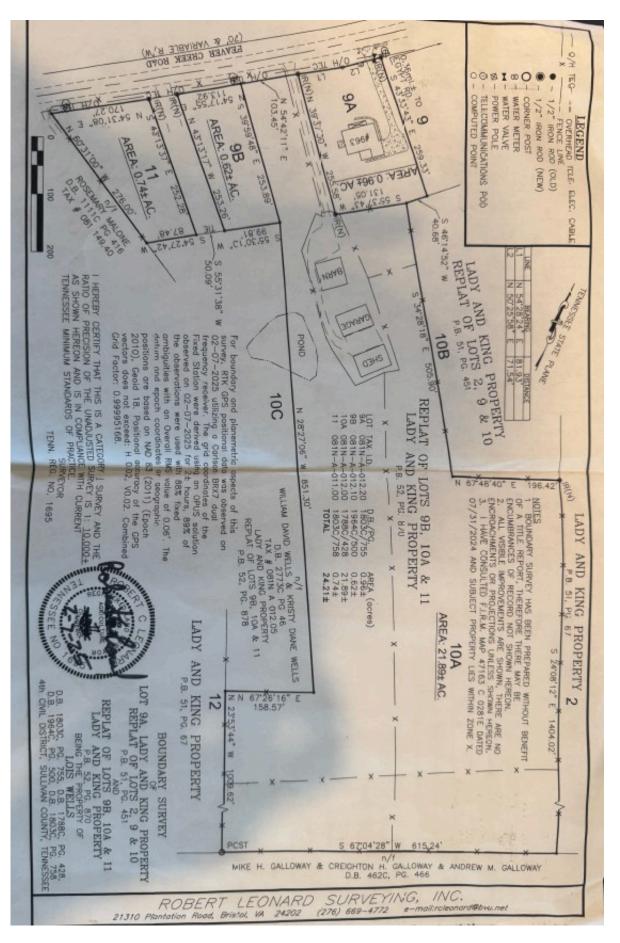
Auction Services

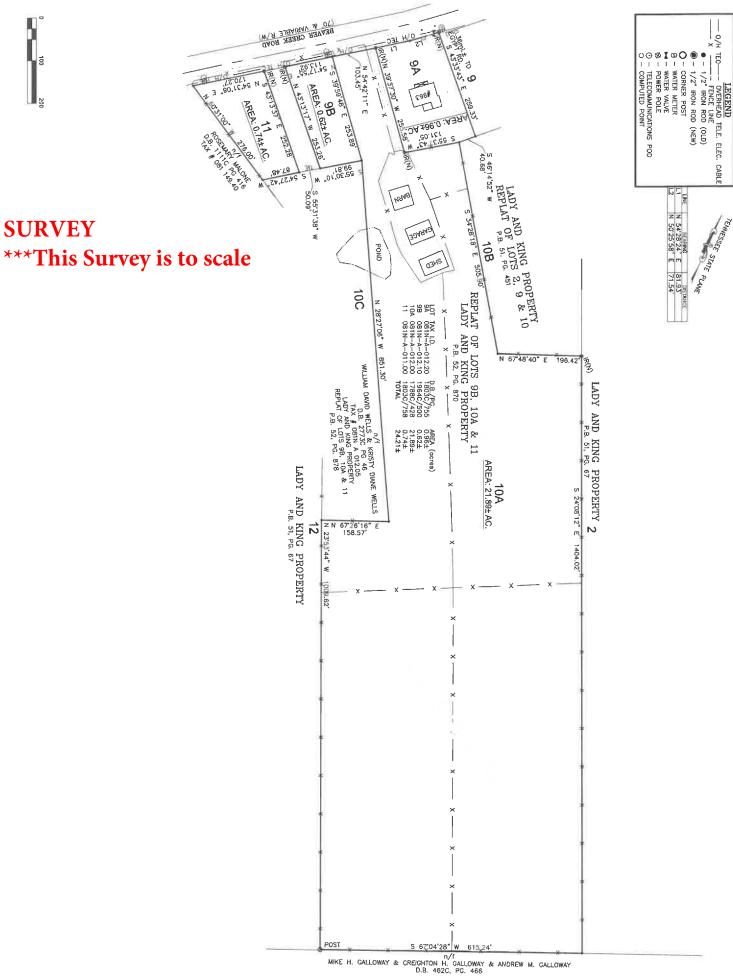
General Floorplan

3 Bedrooms, 2.5 Baths Ground Level - 2,570 Square Feet Bonus over Garage - 338 Square Feet Total of 2,908 Square Feet Full unfinished basement - 2,570 Square Feet



*** This survey is not scaled properly. Please see the next page with a more accurate depiction of the property boundaries.***





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TELE, ELEC, CABLE

STATE PLANE

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Deed Restrictions

** Restrictions apply to all offerings

Restrictions have been recorded in previous deeds for property as shown below

This conveyance is subject to the following restrictions which are covenants running with the land, binding upon heirs, successors and assigns of the parties hereto:

- 1.) No single-wide mobile homes shall be located on the property for any purpose; and
- 2.) Any double-wide or modular homes located upon the property must have a permanent foundation.

Sullivan (082) Tax Year 2025 Reappraisal 2025 96 Value Information						
eappraisal 2025	Jan 1 Owner		Current Owner	BEAVER CREEK RD 963	(D 963	
Value Information	WELLS LOIS 963 BEAVER CREEK RD BLUFF CITY TN 37618			Ctrl Map: Group: 081N A	;; O	PI: SI: 000
\$29,700 \$549,500 \$549,500 \$549,500 \$549,500 \$144,800\$140,800\$140,800\$140,800\$140,800\$140,800\$140,800\$140,800\$140,800\$140,800\$140,800\$140,8	Block: Lot: 9A City: 9A Special Service District 2: 000 Neighborhood: Z01 Number of Mobile Homes: 0 Utilities - Electricity: 01 - PUBLIC Zoning:		Residential Building #: 1 Improvement Type: 01 - SINGLE FAMILY Exterior Wall: 11 - COMMON BRICK Heat and AC: 7 - HEAT AND COOLING SPLIT Quality: 1 - AVERAGE Square Feet of Living Area: 2619 Foundation: 2619 Cuality: 1 - AVERAGE Square Feet of Living Area: 2619 Foundation: 02 - CONTINUOUS FOOTING Roof Framing: 02 - GABLE/HIP Cabinet/Millwork: 02 - GABLE/HIP Cabinet/Millwork: 04 - ABOVE AVG Interior Finish: 07 - DRYWALL Bath Tiles: 00 - NONE Shape:	Stories: 2.00 Actual Year Built: 2006 Plumbing Fixtures: 8 Condition: AV - AVERAGE Floor System: 04 - WOOD W/ SUB FLOOR Roof Cover/Deck: 03 - COMPOSITION SHINGLE Floor Finish: 03 - COMPOSITION SHINGLE Floor Finish: 03 - COMPOSITION SHINGLE Floor Finish: 04 - ABOVE AVERAGE Electrical: 04 - ABOVE AVERAGE Electrical: 00 - NONE	-00R HINGLE	OFFERING #1 TAX CARD
Building # Type	Description	Area/Units	02 - L-SHAPED			
1 WDK - WOOD DECK	16X21	336	Building Sketch	Building Areas		
Sale Information				Areas		Square Feet
Sale Date Price Book Page Vacant/Improved	Type Instrument	Qualification		BAS - BASE OPF - OPFN PORCH FINISHED	FINISHED	2,499
6/27/2003 \$0 1964C 500	1]	GRF - GARAGE FINISHED	HED	598
8/7/2002 \$0 1803C 760]]	BMU - BASEMENT UNFINISHED	VFINISHED	2,499
Land Information				ATF - ATTIC FINISHED	Q	598
Deed Acres: 0.96 Calculated Acres: 0 Land Code Soil Class	Total Land Units: 0.96	96 Units				
01 - RES		0.96				

d Acres: 0.96	Calculated Acres: 0	Total Land Units: 0.96	
nd Code	Soil Class	Units	
- RES		0.96	

	Tennessee	Tennessee Property Assessment Data - Parcel Details Report - https://assessment.cot.tn.gov/	https://assessment.cot.tn.gov/		
Sullivan (082)	Jan 1 Owner	Current Owner	BEAVER CREEK RD 969	3D 969	
Tax Year 2025 Reappraisal 2025	WELLS LOIS		Ctrl Map: Group:	Parcel: PI:	
	BLUFF CITY TN 37618		081N A	012.00	000
Value Information					
Land Market Value: \$238,200	Land Use Value:	\$49,700			
Improvement Value: \$28,900	Improvement Value:	\$28,900			0
Total Market Appraisal: \$267,100	Total Use Appraisal:	\$78,600			F
	Assessment Percentage:	25%			F
	Assessment:	\$19,650			E
Subdivision Data					R
Subdivision:					1
LADY & KING PR RPLT 2,9&10					N
Plat Book: Plat Page:	Block: Lot:				G
52 870	10A				#
Additional Information					<u>2</u>
General Information					Т
Class: 11 - Agricultural	City:				-
City #:	Special Service District 2: 000				
Special Service District 1: 000	Neighborhood: Z01				(
District: 04	Number of Mobile Homes: 0				C
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC				
Utilities - Water/Sewer: 03 - PUBLIC / INDIVIDUAL	Zoning:				\F
Utilities - Gas/Gas Type: 00 - NONE					SE
Outbuildings & Yard Items)
Long OutBuilding & Yard Items list on subsequent pages					
Sale Information					
Sale Date Price Book Page Vacant/Improved	proved Type Instrument	Qualification			

Land Information

WD - WARRANTY DEED A - ACCEPTED

428 V - VACANT

\$135,000 1788C

6/28/2002 10/29/1986

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736

512C

\$0

Long Land Information list on subsequent pages

Outbuildings & Yard Items		
Building #	Type	Description Area/Units
-	PBN - POLE BARN	30X46 1,380
-	ISH - IMPLEMENT SHED	40X60 2,400
-	ASH - ATTACHED SHED	11X46 506
-	FST - FARM STORAGE BLDG	40X60 2,400
Land Information		
Deed Acres: 21.9	Calculated Acres: 0	Total Land Units: 21.9
Land Code	Soil Class	Units
54 - PASTURE	σ	11.00
54 - PASTURE	A	4.00
46 - ROTATION	σ	6.90

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leed Acres: 21.9	Calculated Acres: 0	Total Land Units: 21.9
Land Code	Soil Class	Units
54 - PASTURE	σ	11.00
54 - PASTURE	A	4.00
46 - ROTATION	U	6.90

	Tennessee P	Tennessee Property Assessment Data - Parcel Details Report - https://assessment.cot.in.gov/	essment.cot.tn.gov/			
Sullivan (082)		Current Owner	BEAVER (BEAVER CREEK RD 975	975	
Tax Year 2025 Reappraisal 2025	MELLS LOIS		Ctrl Map:	Group: F	Parcel: PI:	SI:
	963 BEAVER CREEK RD BLUFF CITY TN 37618		081N		012.10	000
Value Information						
Land Market Value: \$24,200	200					
Improvement Value:	\$0				(
Total Market Appraisal: \$24,200	200				D	
Assessment Percentage: 24	25%				FI	
Assessment: \$6,050	350				FI	
Subdivision Data					EI	
Subdivision:					R	
LADY & KING PR RPLT 2,9&10					IN	
Plat Book: Plat Page:	Block: Lot:				1(
52 870	9B				G	
Additional Information					#	
General Information					3	
Class: 00 - Residential	City:				Т	
City #:	Special Service District 2: 000				Ά	
Special Service District 1: 000	Neighborhood: Z01				X	
District: 04	Number of Mobile Homes: 0					
Number of Buildings: 0	Utilities - Electricity: 01 - PUBLIC				C	
Utilities - Water/Sewer: 03 - PUBLIC / INDIVIDUAL	AL Zoning:				A	
Utilities - Gas/Gas Type: 00 - NONE					R	
Outbuildings & Yard Items					D	
Building # Type I	Description	Area/Units				
sale Information						
Sale Date Price Book Page Vac	Page Vacant/Improved Type Instrument	Qualification				
6/27/2003 \$0 1964C 500						
8/7/2002 \$0 1803C 760						
Land Information						

Units 0.62

Total Land Units: 0.62

Calculated Acres: 0 Soil Class

Deed Acres: 0.62 Land Code 01 - RES

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		I AIIII ASSEA FI ODALLY ASSESSITIATIL DALA - FALCEL DELAIS NEDOLL - https://assessment.co.th.gov				
Sullivan (082)	Jan 1 Owner	Current Owner	BEAVER CREEK RD 997	3D 997		
Tax Year 2025 Reappraisal 2025	WELLS LOIS 963 BEAVER CREEK RD		Ctrl Map: Group: 081N A	Parcel: 011.00	: E	SI: 000
	BLUFF CITY IN 3/618					
Value Information						
Land Market Value: \$25,800 Improvement Value: \$25,800 Total Market Appraisal: \$25,800 Assessment Percentage: \$55,800 Assessment Percentage: \$5,450 Assessment: \$6,450 Subdivision Data \$6,450 Subdivision Data \$75 Budivision: \$141 Page: LADY AND KING PROPERTY Plat Page: Plat Book: Plat Page: 52 \$70 Additional Information \$70 General Information Class: 00 - Residential City #: \$70 Special Service District 1: 000 District: 04 Number of Buildings: 0 Utilities - Water/Sewer: 03 - PUBLIC / INDIVIDUAL Utilities - Gas/Gas Type: 00 - NONE Outbuildings & Yard Items Building # Tone Desci	800 5% 5% 450 Block: Lot: 11 11 City: Special Service District 2: 000 Number of Mobile Homes: 0 Utilities - Electricity: 01 - PUBLIC IAL Zoning: Description	ArealInits			OFFERING #4 TAX CARD	
adkı	liondu	Alegolitis				
Sale Information						
Sale Date Price Book Page Vacant/Improved	nproved Type Instrument	Qualification				
6/28/2002 \$15,000 1803C 758 1-IMPROVED	VED WD - WARRANTY DEED	A - ACCEPTED				
10/29/1986 \$0 512C 736						
Land Information Deed Acres: 0.74 Calculated Acres: 0	res: 0 Total Land Units: 0.74	0.74				

Units 0.74

Calculated Acres: 0 Soil Class

Land Code 01 - RES

PURCHASE AND SALE AGREEMENT

Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration,
 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

3 ("Buyer") agrees to buy and the 4 undersigned seller Lois Wells ("Seller") 5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: 6 All that tract of land known as: 963 Beaver Creek Rd. 7 (Address) Bluff City 37618 (City), Tennessee, (Zip), as recorded in Sullivan County Register of Deeds Office, 1964C 8 deed book(s), <u>500</u> page(s), 9 and/or instrument number and as further described as: 10 +/-0.96 AC & Improvements; Parcel ID 012.20; LADY & KING PR REPT 2, 9 & 10; PB 52 PG 670 together with all 11 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." 12 A. INCLUDED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; 13 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm 14 doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-15 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace 16 doors and attached screens; all security system components and controls; garage door opener(s) and all (at least) remote controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings; 17 18 permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball 19 goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen 20 TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including 21 22 mailboxes and/or amenities. 23 B. Other items that **REMAIN** with the Property at no additional cost to Buyer: 24 **Kitchen Appliances** 25 26 C. Items that SHALL NOT REMAIN with the Property: 27 28 29 D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel 30 tank, etc.); 31 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in 32 full by Seller at or before Closing. 33 Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO 34 **BE A PART OF THIS AGREEMENT.)** 35 Buyer does not wish to assume Seller's current lease of 36 therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing. 37 E. FUEL: Fuel, if any, shall be adjusted and charged to Buyer and credited to Seller at Closing at current market prices. 38 Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise provided 2. 39 herein, Buyer shall at Closing have sufficient cash to complete the purchase of the Property under the terms of 40 this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is: \$ 41 U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods: 42 43 i. a Federal Reserve Bank wire transfer; 44 ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR 45 iii. other such form as is approved in writing by Seller. A. Financial Contingency - Loan(s) To Be Obtained. This Agreement is conditioned upon Buyer's ability to obtain 46 47 a loan(s) in the principal amount up to _____ % of the Purchase Price listed above to be secured by a deed of trust 48 on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein

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based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (Select the appropriate box.):

- 56□Conventional Loan□FHA Loan; attach addendum57□VA Loan; attach addendum□Rural Development/USDA
 - ✓ Other Not subject to financing

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53 54

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58 59

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62

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

63 Loan Obligations: The Buyer agrees and/or certifies as follows: 64 (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall 65 pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for 66 the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order 67 credit report. Such certifications shall be made via the Notification form or equivalent written notice; (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via 68 69 the Notification form or equivalent written notice that: 70 a. Buyer has secured evidence of hazard insurance which shall be effective at Closing and Buyer shall 71 notify Seller of the name of the hazard insurance company; 72 b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed 73 Loan Estimate; and 74 Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid. C. 75 (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith; 76 (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator; 77 (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or 78 sale of any other real property and the same shall not be used as the basis for loan denial; and 79 (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would 80 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein. 81 Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above and provide notice as required, Seller 82 may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be 83 84 considered in default and Seller's obligation to sell is terminated. 85 ➡ B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.) 86 (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves 87 the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: 88 (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the 89 90 Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two 91 (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is 92 terminated. Failure to Close due to lack of funds shall be considered default by Buyer. 93 In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal 94 and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered 95 within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for 96 compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested 97 notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's 98 obligation to sell is terminated. 99 C. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement). 100 ✓ 1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon 101 Purchase Price. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of

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Agreement.



103			2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed
104			upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied.
105			In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
106			acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer
107			shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have
108			three (3) days to either:
109			1. waive the appraisal contingency via the Notification form or equivalent written notice
110			
111 112			2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
112			notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
113			In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth
115			above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis
116			for loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.
117	D	CL	
118	D .		osing Expenses.
		1.	I meradany an penamed,
119 120			release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees;
120			fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
122			management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document
123			preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
124			(Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
125			required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
126			Seller.
127			
128			In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property
120			Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected
130			from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,
131			Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
132			to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters
132		2	regarding such tax matters.
133		2.	<i>regarding such tax matters.</i> Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;
133 134		2.	regarding such tax matters. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other
133 134 135		2.	regarding such tax matters. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private
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133 134 135 136 137		2.	regarding such tax matters. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated
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133 134 135 136 137 138 139		2.	regarding such tax matters. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment,
133 134 135 136 137 138 139 140		2.	regarding such tax matters. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's
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133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155	and Clos	3. all (ma sing	regarding such tax matters. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses . Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: <u>Purchaser</u> Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction y be modified as follows:

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159 3. 160 161		arnest Money/Trust Money. Buyer has paid or shall pay within days after the Binding Agreement Date to Closing Attorney or Title Company (name of Holder) ("Holder") located at
162 163	M	oney/Trust Money deposit of \$by check (OR) ("Earnest Money/Trust Money").
164 165 166 167 168 169 170 171 172	A.	Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller's right to terminate, and the Agreement shall remain in full force and effect.
173 174 175 176 177 178	B.	 Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows: (a) at Closing to be applied as a credit toward Buyer's Purchase Price; (b) upon a written agreement signed by all parties having an interest in the funds;
179 180		 (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
181 182 183		 (d) upon a reasonable interpretation of the Agreement; or (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.
184 185 186 187 188 189		Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.
190 4.	Cle	using, Prorations, Special Assessments and Warranties Transfer.
191 192 193 194 195 196 197		 Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the <u>28th</u> day of <u>July</u>, <u>2025</u> ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items
198		shall not be part of this Agreement):
199 200 201		 at Closing as evidenced by delivery of warranty deed and payment of Purchase Price; OR as agreed in the attached and incorporated Temporary Occupancy Agreement;
202 203 204 205 206 207	В.	Prorations. Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. If the final tax rate for the current year has not been set by the Taxing Authority at time of Closing, the tax rate and property assessment for the immediately preceding calendar year shall be utilized for calculation of the tax proration. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.
208 209 210	C.	Greenbelt. If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):
211 212 This form i user. Unai	is cop	Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly righted and may only be used in real estate transactions in which <u>Belecia</u> <u>Renee</u> <u>Leonard</u> is involved as a Tennessee REALTORS® at 615-321-1477.



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213 214 215			make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use shall qualify for Greenbelt classification.	
216			 Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller 	
217			at time of closing.	
218		D.	Special Assessments. Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at	
219			or prior to Closing unless otherwise agreed as follows:	
220				
221		E.	Warranties Transfer. Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any	
222 223			manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.	
224		F.	Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related	
225			administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the	
226			transfer of Property and/or like expenses which are required by the association, property management company and/or	
227			the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless	
228			specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).	
229	5.	Tit	le and Conveyance.	
230			Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s)	
231			good and marketable title to said Property by general warranty deed, subject only to:	
232			(1) zoning;	
233			(2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement	
234			Date upon which the improvements do not encroach;	
235			(3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the	
236			Binding Agreement Date; and	
237			(4) leases and other encumbrances specified in this Agreement.	
238			If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other	
239			information discloses material defects, Buyer may, at Buyer's discretion:	
240			(1) accept the Property with the defects OR	
241			(2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice	
242			of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to	
243			Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced	
244 245			by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by	
245			the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money/Trust Money.	
247				
248			Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the	
249			purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title	
250			insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the	
251			issuing title insurance company.	
252		B.		
252		р.	Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 3, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in	
254			Tennessee pursuant to the statute.	
255		С.	Dood Name(a) on Dood to have	
256		0.	is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer	
257			holds title.	
258		D.	Association Lien Payoff. In the event the Property is subject to mandatory association assessments or other fees,	
259			which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven	
260			(7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to	
261			the Property is current or setting forth the sum due to bring the account current.	
262	6.	Puh	lic Water or Public Sewer Systems	
263			he event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the	
264		Ргор	Property is required by a governmental agency/authority or Lender, Buyer shall promptly notify the Seller via the	
265		Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but		
266		not	later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water	
This		-		

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or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a refund of the Earnest Money/Trust Money.

- 271 7. Lead-Based Paint Disclosure (Select the appropriate box.)
- 272 does not apply. 🛛 does apply (Property built prior to 1978 see attached Lead-Based Paint Disclosure)
- 273 8. Inspections.
- A. Buyer's Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection 274 report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation 275 276 Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise 277 stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third-278 party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a 279 licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on 280 Buyer's own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) 281 professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as 282 283 said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause 284 all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all 285 inspections and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of Buyer, Buyer's 286 inspectors and/or representatives in exercising Buyer's rights under this Purchase and Sale Agreement. Buyer's 287 obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain 288 enforceable.
- 289Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items)290disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building291codes, unless required to do so by governmental authorities.
- B. Initial Inspections. Buyer and/or Buyer's inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or Buyer's inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems including but not limited to the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).
- C. Wood Destroying Insect Infestation Inspection Report. If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain at Buyer's expense a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator. Requests for treatment or for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 8.D., Buyer's Inspection and Resolution below.
- 304
 D. Buyer's Inspection and Resolution. Within ______ days after the Binding Agreement Date ("Inspection Period"),
 305

 305
 Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood

 306
 Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below.

 307
 In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein,

 308
 the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property

 309
 in its current condition, normal wear and tear excepted.
 - In said notice Buyer shall either:
 - (1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination.
 - OR

OR

- (2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.
- 318

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(3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.

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322 323 324 325 326 327 328 329 330 331 332 333		Resolution Period. Seller and Buyer shall then have a period of days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and the beginning of the Resolution Period. <i>The parties agree to negotiate repairs in good faith during the Resolution Period</i> . Buyer reserves the right to withdraw the above stated written list or Repair/Replacement Proposal during the Resolution Period via the Notification form or equivalent written notice. Upon withdrawal, Buyer shall be deemed to have accepted the Property in its present "AS IS" condition and Seller shall have no obligation to make repairs. This Agreement shall terminate at the end of the Resolution Period with a refund of Earnest Money/Trust Money to the Buyer, unless one of the following occurs:
334		(1) Seller and Buyer enter into a Repair/Replacement Amendment or written equivalent(s);
335		OR
336 337		(2) Buyer provides written notice to Seller that Buyer is accepting Property "AS IS"; OR
338		(3) Seller and Buyer enter into a written amendment extending the Resolution Period.
339 340 341 342		Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no Resolution Period. Buyer retains the right to perform Buyer's Inspections and to timely furnish Seller with a list of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept the Property in its present AS IS condition as provided under D (2) above.
343 344 345		E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT. Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).
346 347 348	9.	Completion of Repairs. In the event a Completion of Repairs Deadline is not established in a Repair/ Replacement Amendment or written equivalent, the Buyer shall use the Final Inspection to determine that all repairs/ replacements agreed to during the Resolution Period, if any, have been completed.
349 350 351		In the event repairs have not been completed by the established deadline, Seller shall be considered in default of this Agreement and Buyer may terminate via the Notification Form or written equivalent. Upon termination, Earnest Money/ Trust Money shall be returned to Buyer.
352 353 354 355	10.	Final Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within day(s) prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted. Property shall remain in such condition until Closing at Seller's expense.
356 357		Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise mutually agreed upon in writing.
358 359	11.	Buyer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Section of this Agreement.
360 361 362		A. Survey and Flood Certification. Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.
363 364 365 366 367		B. Insurability. Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.
368 369 370		C. Water Supply. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
371 372 373		D. Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division
Thie	form i	is convertished and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee PEALTOPS® authorized

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- 374of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste375Disposal Notification" form.]
- 376 E. Title Exceptions. At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.
- 379 12. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller 380 and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or 381 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not 382 be responsible for any of the following, including but not limited to, those matters which could have been revealed through 383 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the 384 Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on 385 the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement 386 and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal 387 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community 388 amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school 389 districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the 390 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and 391 availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller 392 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, 393 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any 394 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it 395 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, 396 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the 397 independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing 398 materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. 399 Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media 400 which the Broker is not in control.
- 401
 13. Brokerage. As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this transaction may receive compensation for their services; the compensation may come from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third-party beneficiary only for the purposes of enforcing their compensation rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs. Broker compensation is not set by law and compensation rates are fully negotiable.
- 407 14. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and 408 shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be 409 410 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this 411 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including 412 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover 413 all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to 414 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to 415 pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree 416 that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or 417 obligations as a defense in the event of a dispute.
- 418 15. Home Protection Plan. This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the appropriate box below. Items not selected are not part of this Agreement).
- 423 D Home Protection Plan waived.
- 424 16. Non-Assignability. This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent425 by the Seller.

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426 17. Other Provisions.

- 427 A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement 428 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and 429 approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no 430 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. 431 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It 432 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not 433 have the authority to bind the Buyer, Seller or any approved assignee to any contractual agreement unless specifically 434 authorized in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this 435 Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of 436 acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding 437 Agreement Date for purposes of establishing performance deadlines.
- 438 B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after
 439 Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement
 440 and shall be fully enforceable thereafter.
- 441 C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and 442 shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 443 D. Time of Essence. Time is of the essence in this Agreement.
- 444 E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; 445 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine 446 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to 447 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be 448 determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined 449 herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement 450 Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday 451 or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein 452 are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this 453 Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).
- F. Responsibility to Cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
- 461
 G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 467 H. Risk of Loss. The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 470 I. Equal Housing. This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial
 471 status, or national origin.
- 472 J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
 473 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
 474 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the
 475 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in
 476 conformity with state and federal law.

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- 477 K. Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 479 L. Contract Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 481 M. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

483 18. Seller's Additional Obligations. In addition to any other disclosure required by law, the Seller shall, prior to entering 484 into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation 485 486 test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make 487 488 available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; 489 (e) if any single-family residence located on the Property has been moved from an existing foundation to another foundation 490 where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was 491 issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the 492 public sewer system.

- 493 19. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.
- 498 20. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
 499 of this Agreement:
- 500 501
- 502
- 503 21. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:
 504 Property Sold by Auction
- 506 Real Estate Broker/Auctioneer: Matt Gallimore
- 507 Firm License #: 263941
- **508** Tennessee Auctioneer License # 7095
- 509 Tennessee Real Estate Broker License # 350819

 510
 Property is being sold as-is not subject to financing or inspection. 10% Buyer Premium of \$______ has been added to final bid price of \$______.

 511
 final bid price of \$_______.

- 512 Property is subject to deed restrictions and purchaser accepts the restrictions as stated in previous deeds. No single-wide mobile 513 homeo upon property for any purpose, and double wide mobile homeo or modules homeo must be on a permanent foundation
- homes upon property for any purpose, and double-wide mobile homes or modular homes must be on a permanent foundation.
- 515
 22. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by ______ o'clock a.m./ □ p.m.; on the 12th day of ______ June _____ 2025 .
- 517 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any
 518 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
 519 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.
- NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this
 Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.
- 522 WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts
- 523 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently
- 524 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money
- 525 without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM
- 526 YOUR AGENT OR BROKER.

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BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTAND ALL TERMS OF THIS AGREEMENT.

Buyer hereby makes this offer.	
BUYER	BUYER
at o'clock □ am/ □ pm Offer Date	o'clock □ am/ □ pm Offer Date
Seller hereby:	
 ACCEPTS – accepts this offer. 	
 COUNTERS – accepts this offer subject to the 	e attached Counter Offer(s).
REJECTS – rejects this offer and makes no c	counter offer.
SELLER	SELLER
at o'clock 🗆 am/ 🗆 pm Date	ato'clock □ am/ □ pm Date
Acknowledgement of Receipt	hereby acknowledges receipt of the final accepted
on at o'clock \square am/ \square pm, a	and this shall be referred to as the Rinding Agreement Date
purposes of establishing performance deadlines as set forth in	n the Agreement
purposes of establishing performance deadlines as set forth in	n the Agreement.
purposes of establishing performance deadlines as set forth in	n the Agreement.
purposes of establishing performance deadlines as set forth in	n the Agreement.
purposes of establishing performance deadlines as set forth in For Information Purposes Only:	n the Agreement.
For Information Purposes Only: Listing Company: United Country Southern Real Estate Listing Firm Address: 629 W. Main St. Abingdon, VA 242	Selling Company:
purposes of establishing performance deadlines as set forth in For Information Purposes Only: Listing Company: <u>United Country Southern Real Estate</u> Listing Firm Address: 629 W. Main St., Abingdon, VA 242 Firm License No.: 263941	n the Agreement. Selling Company:
For Information Purposes Only: Listing Company: <u>United Country Southern Real Estate</u> Listing Firm Address: 629 W. Main St., Abingdon, VA 242 Firm License No.: 263941 Firm Telephone No.: 276-698-3115	n the Agreement. Selling Company:
For Information Purposes Only: Listing Company: United Country Southern Real Estate Listing Firm Address: 629 W. Main St., Abingdon, VA 242 Firm License No.: 263941 Firm Telephone No.: 276-698-3115 Listing Licensee: Felecia Leonard	n the Agreement. Selling Company:
For Information Purposes Only: Listing Company: United Country Southern Real Estate Listing Firm Address: 629 W. Main St., Abingdon, VA 242 Firm License No.: 263941 Firm Telephone No.: 276-698-3115 Listing Licensee: Felecia Leonard Licensee License Number: 364889	selling Company:
For Information Purposes Only: Listing Company: Listing Company: United Country Southern Real Estate Listing Firm Address: 629 W. Main St., Abingdon, VA 242 Firm License No.: 263941 Firm Telephone No.: Listing Licensee: Felecia Leonard Licensee License Number: 364889 Licensee Email: fleonardrealtor@gmail.com Licensee Cellphone No.:423-967-2187	n the Agreement. Selling Company:

Phone:

Email:

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TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1	PR	OPERTY ADDRESS 963 Beaver Creck Rd CITY Bh. A City LLER'S NAME(S) LOIS Wells PROPERTY AGE
2	SE	LLER'S NAME(S) LOIS Wells PROPERTY AGE
3	DA	TE SELLER ACQUIRED THE PROPERTY 2006 DO YOU OCCUPY THE PROPERTY?
4	IF I	NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY?
5	(Cł	eck the one that applies) The property is a 🛛 site-built home 🗆 non-site-built home
6 7 8 9 10	to f pro be rigi	e Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential perty disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers' its and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.
11 12	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.
13	2.	Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
14 15	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.
16 17 18	4.	Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) 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).
19	5.	Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
20 21	б.	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.
22	7.	Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
23 24 25	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.
26 27 28	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).
29 30 31	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).
32 33 34	11.	Buyers are advised to include home, wood infestation, well, water sources, septic system, 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.
35 36	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.
37 38	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).
39 40	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.
41 42	15.	Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
Thi	s form is r. Unau	s copyrighted and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee REALTORS® authorized thorized 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.

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Version 01/01/2025

TRANSACTIONS

Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 disposal system permit.

17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

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

58 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must

59 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The

60 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee 61 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers

- 62 may wish to obtain.
- 63

64 Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form

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	C Range	D Wall/Window Air Conditioning	"Gunge Door Opener(s) (Number of openers
73	d Window Screens	a Oved	Fireplace(s) (Numosr) _/
74	o Intercom	Microweve	E Gas Statter for Fireplace
75	🛛 Garbage Disposal	er Gas Fireplace Logs	c TV Antenna/Satollite Dish
76	C Trash Compactor	Smoke Detector/Fire Alarm	Central Vecuum System and attachments
77	Spa/Whirlpool Tub	D Burglar Alarm	E Ourrent Termite contract
78	Water Softener	Patio/Decking/Gazebo	o Hot Tub
79	220 Volt Wiring	a Installed Outdoor Cooking Grill	tr/Washer/Dryer Hookups
80	O Sauna	Inigation System	I Pool
81	Dishwasher	A key to all exterior doors	Access to Public Streets
82	ci Sump Pump	FRAIN Gutters	Theat Pump
83	Central Heating	Central Air	
84	© Other		Other
85	Water Heater. DElectric	ti Gas 🗆 Solar	
86	Garage: E Attache	d B Not Attached Carpo	tt
87	Water Supply: City	o Weil 🛛 🖸 Private	c Utility C Other
88	Gas Supply: D Utility	a Bottled a-Other	Proprine Underground Trank
89	Waste Disposal: o City Sev	ver er Septic Tank a Other	Propane Underground TANK
90	Roof(s): Type	ali	Age (approx):

91

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92 93 94	Oť	her Items:									
95	To	the best of your	knowledg	e, are an	y of the above N	OT in operating condi	ition?	o YE	S	e NO	
96 97 98 99	If	YES, then descri	be (attach	addition	al sheets if neces	sary):					
100	B.	ARE YOU (SI	CLLER)	AWARE	OF ANY DEFI	CTS/MALFUNCTI	ONS IN AN	TY OF T	HE FOLI	OWING ?	,
			YES	NO	UNKNOWN			YES	NO	UNKNOV	VN
101	Int	erior Walls		в	D	Roof			E	D	
102	Ce	ilings	۵	ø	D	Basement		۰	5		
103	Flo	OTS		ø	B	Foundation		D	ø		
104	Wi	ndows	0			Slab			đ	D	
105	Do	ors	o	e,		Driveway			B	0	
106	Ins	ulation	9	C		Sidewalks			ď	0	
107	Ph	mbing System	۵	e,		Central Heating	ng	0	2	0	
108	Set	wer/Septic	G	e		Heat Pump			ď į		
109	Ele	ctrical System		U	۵	Central Air C	onditioning	0	G		
110	Ex	terior Walls	D	B	a						
111 112	lfa	my of the above i	is/are mari	ked YES	, please explain:						
113	C.	ARE YOU (SE	LLER)	WARE	OF ANY OF T	HE FOLLOWING:	YES	NO	UNKN	OWN	
114 115 116 117 118	1.		limited to	: asbest	os, radon gas, lea	wironmental hazards d-based paint, fuel		đ	I	1	
119 120 121	2.	Features shared	ences, and	l/or drive		mers, such as walls, b rights and obligations		D	C	1	
122 123	3.	Any authorized property, or con				ies affecting the		Promotion	0	3	
124	4.					operty was done?		8	ε	1	
125		Most recent sur	vey of the	property	/:	(Date) (check here i	f unknow	n) c	1	
126 127	5.	Any encroachm ownership inter				at may affect your	O		Ľ	1	
128 129	6,	Room additions repairs made wi				lterations or		2	5	1	
130 131	7.	Room additions repairs not in co				lterations or		8		ł	
1 32 133		Landfill (compa thereof?		-					0		
134	9.	Any settling from	m any cau	se, or sli	ppage, sliding or	other soil problems?		ď			
135 136		Flooding, draina Any requirement				1 on the property?	0	ē.			
	A # 1	- may a malance and and		~ mound	TAA OA WINIIN	· ou are higher? !			L		

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				YES	NO	UNKNOWN	
137 138 139	12.	Property or structural damage from fire, earthquake, floods, o If yes, please explain (use separate sheet if necessary).	r landslides?	D	e		
140 141 142 143 144 145	13.	If yes, has said damage been repaired? Is the property serviced by a fire department? If yes, in what fire department's service area is the property le https://tnmap.tn.gov/fdtn/) Beauce Creck Rd		z.	or can be	D found:	
146 147		Is the property owner subject to charges or fees for fire protect such as subscriptions, association dues or utility fees?		D	C	D	
148 149	14.	Any zoning violations, nonconforming uses and/or violations "setback" requirements?	of		e		
150	15.	Neighborhood noise problems or other muisances?		٥	3		
151	16.	Subdivision and/or deed restrictions or obligations?					
152 153		A Condominium/Homeowners Association (HOA) which has over the subject property?		Ð	8		
154 155 156 157 158		Name of HOA:	HOA Address: Monthly Dues: Transfer Fees: Phone:				_
159	18.	Is the location of the property within an improvement district	that is				-
160 161	101	subject to special assessment: Rate of special assessment:	LEREAL NES	۵	3	D	
162 163	19.	Any "common area" (facilities such as, but not limited to, poor courts, walkways or other areas co-owned in undivided intere		a	<i>~</i>	D	
164	20.	Any notices of abatement or citations against the property?		D	8	D	
165 166		Any lawsuit(s) or proposed lawsuit(s) by or against the seller or shall affect the property?	which affects	۵		D	
167 168 169 170 171	22.	Is any system, equipment or part of the property being leased? If yes, please explain, and include a written statement regarding information. Proprine TANK leased		61	٥		
172 173	23.	Any exterior wall covering of the structure(s) covered with ex insulation and finish systems (EIFS), also known as "synthetic		٥	a	D	
174 175		If yes, has there been a recent inspection to determine whether has excessive moisture accumulation and/or moisture related of	the structure lamage?		9	۵	
176 177 178 179 180 181		(The Tennessee Real Estate Commission urges any buyer of professional inspect the structure in question for the preceding finding.) If yes, please explain. If necessary, please attach an additional	concern and pro	counters wide a w	this prod ritten rep	luct to have a qualij port of the profession	îed 1l's
182 183 184 185 186 187	25.	Is there an exterior injection well anywhere on the property? Is seller aware of any percolation tests or soil absorption rates performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? If yes, results of test(s) and/or rate(s) are attached. Has any residence on this property ever been moved from its o	being riginal	© ti, Sipti	re of ins	build of millation	
This	: form is	copyrighted and may only be used to real estate transactions in which Felec	ia Renee Leon	ard	م مم انقبامین	Tananana DEN TODOR	

uns rorm is copyrighted and may only be used in real estate transactions in which "etecta Kenee Leonard Is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal senctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

REALTORS RF 201 – Tennessee Residential Property Condition Disclosure, Page 4 of 5



188 foundation to another foundation?

			YES NO/	UNKNOWN
189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205	28.	Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map." This disclosure is required regardless of whether the sinkhole is indicated through the contour lines on the property's recorded plat map. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If		
206 207		yes, Buyer may have a future obligation to connect to the public sewer system.		
208 209 210 211 212 213	D.	CERTIFICATION. I/We certify that the information herein, concerning the real property located at 963 Berguer Creck R is true and correct to the best of my/our knowledge as of the date signed. Show conveyance of title to this property, these changes shall be disclosed in an adde Transferor (Seller)	ld any of these on adum to this do	conditions change prior to curnent.
214 215		Transferor (Seller) Da		
216 217 218 219 220	Ter	Parties may wish to obtain professional advice and/or inspections of the appropriate provisions in the purchase agreement regarding advice	e, inspections or	defects.
221 222	insp	nsferee/Buyer's Acknowledgment: I/We understand that this disclosure stater ection, and that I/we have a responsibility to pay diligent attention to and inquir ent by careful observation. I/We acknowledge receipt of a copy of this disclo	e about those ma	ded as a substitute for any aterial defects which are
223		Transferee (Buyer) Dat	te	Time
224 225	If th	Transferee (Buyer) Data Data a property being purchased is a condominium, the transferee/buyer is hereby	te given notice th	at the transferee/buyer is
226 227	the o	led, upon request, to receive certain information regarding the administration of condominium association as applicable, pursuant to Tennessee Code Annotated	f the condomini §66-27-502.	um from the developer or

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REALTORS RF 201 – Tennessee Residential Property Condition Disclosure, Page 5 of 5



LOT/LAND PURCHASE AND SALE AGREEMENT

1 2 3	1.	P ti	urch 1e rec	ase : eipt	and Sale. For and in consideration of the mutual covenant and sufficiency of which is hereby acknowledged, the und	s herein and other good and valuable consideration, ersigned buyer
4		th	e uno	dersi	gned seller Lois Wells	("Buyer") agrees to buy and
5					all all that tract or parcel of land, with such improvements a	("Seller")
6		A	ll tha	it tra	ct of land known as: 969 Beaver Creek Rd.	is are located thereon, described as follows:
7			Addre		Bluff City	(City), Tennessee, 37618 (Zip), as
8		re	corde			County Register of Deeds Office,
9 10				788		instrument number and as further described
11		as to	5: +/-	-21.8	39 Acres and Improvements; Parcel ID: 012.00; LADY &	KING PR REPT 2, 9&10; Plat Book 52 Page 670
12		th	e "Pr	oper	th all fixtures, landscaping, improvements, and appurtenanty."	ices, all being hereinafter collectively referred to as
13		T	his be	ox n	ust be checked to be part of this Agreement. The full a	nd legal description of said Property is as described
14		ш	une a	uaci	ned "Legal Description Exhibit."	
15		A	. LE	CAS	ED ITEMS. Leased items that remain with the Property	(e.g. billboards, irrigation systems, fuel tank, etc.)
16 17					Buyer shall assume any and a	l lease payments as of Closing. If leases are not
18			855	sunna	ble, the balance shall be paid in full by Seller at or before (Closing.
19				U	Buyer does not wish to assume a leased item. (THE IT TO BE A PART OF THIS AGREEMENT.)	S BOX MUST BE CHECKED IN ORDER FOR
20					Buyer does not wish to assume Seller's current lease of	; therefore,
21					Seller shall have said lease cancelled and leased items ren	noved from Property prior to Closing.
22		В.	FU	ÆL.	Fuel, if any, shall be adjusted and charged to Buyer and cr	edited to Seller at Closing at current market prices
23	2.	Pu	ircha	ise P	rice, Method of Payment and Closing Expenses. Buyer	Wattants that excent as may be otherwise
24 25 26		pri thi	s Lot	d he l/Lan	rein, Buyer shall at Closing have sufficient cash to complet ad Purchase and Sale Agreement (hereinafter "Purchase and ice to be paid is: \$	te the purchase of the Property under the terms of
27						U.S. Dollars,
28		("I		ase]	Price") which shall be disbursed to Seller or Seller's Closin	g Agency by one of the following methods:
29			i.		ederal Reserve Bank wire transfer;	
30					ashier's Check issued by a financial institution as defined i	n 12 CFR § 229.2(i); OR
31			iii.	oth	er such form as is approved in writing by Seller.	
32		Th	is pri	ce is	based (Select one. The sections not checked are not a p	art of this Agreement.):
33			for	entir	e Property as a tract, and not by the acre OR	
34			per	acre	with the Purchase Price to be determined by the actual and	ount of acreage of the Property, \$ per
35			acre	e bas	ed on a current or mutually acceptable survey OR	
36			for	entir	e Property as a tract but with the Purchase Price to be adjust	sted upward or downward at \$ per
37 38			acre	e in t	he event the actual amount of acreage of the Property based	on a current or mutually acceptable survey should
					re or less than acre(s) from the	estimated acreage.
39 40		A.	Арј	prais	sal (Select either 1 or 2 below. The sections not checked	are not a part of this Agreement),
41			₽	1.	This Agreement IS NOT contingent upon the appraised va agreed upon Purchase Price.	alue either equaling or exceeding the
42				2.	This Agreement IS CONTINGENT upon the appraised v	alue either equaling or exceeding the agreed
43					upon Purchase Price If appraised value is equal to or exceed	is the Purchase Price, this contingency is satisfied
44 45					in consideration of Buyer having conducted an appraisal t	he sufficiency of such consideration being hereby
40					acknowledged, if the appraised value of the Property doe	s not equal or exceed the Purchase Price, Buyer
The	. dame	10.00		the state of the state	Felecia Pen	an Leonard

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REALIURS	RF404 - Lot/Land Purchase and Sale Agreement, Page 1 of 10

46			shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have
47			3 days to either:
49			1. waive the appraisal contingency via the Notification Form or equivalent written notice OR
50			2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
51			notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
52			In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth
53			above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for
54			loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation
55			showing appraised value did not equal or exceed the agreed upon Purchase Price.
56			losing Expenses.
57 58		1.	Seller Expenses. Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if
59			any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
60			management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document
61			preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
62			(Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
63			lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
64 65			required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by Seller.
66			
67			In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected
68			from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,
69			Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
70			to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date
71			regarding such tax matters.
72		2.	the set of
73			Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other
74 75			loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid
76			interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including
77			but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document
78			review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the
79			disbursement of the Seller's proceeds according to the terms of this Agreement.
80 81		3.	Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:
82			Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser
83			Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior
84			to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American
85			Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance
86		~ ~	Policy which provides additional coverage.
87			t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
88 89		LT	ansaction and may be modified as follows:
90			
91		Clo	sing Agency for Buyer & Contact Information:
92		_	
93		Clo	sing Agency for Seller & Contact Information:
94		_	
95	C.	Fin	ancial Contingency - Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain
96		a lo	an(s) in the principal amount up to% of the Purchase Price listed above to be secured by a deed of
97		trus	t on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described
98		her	ein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in
	This form is a	orized	Med and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee REALTORS® authorized 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.
	TENNE		

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good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

- 104The loan shall be of the type selected below (Select the appropriate boxes. Unselected items shall not be part of105this Agreement):
- 106 Conventional Loan D Rural Development/USDA
- 107 Other Not subject to financing

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Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

- 112
 Loan Obligations: The Buyer agrees and/or certifies as follows:

 113
 (1) Within three (3) days after the Binding Agreement Date. F
 - (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
 - (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
 - . Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
 - b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
 - (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
 - (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
 - (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
 - (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

132 THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.

Financing Contingency Waived (e.g. "All Cash", etc.):
 Buyer's obligation to Close shall not be subject to any fi

Buyer's obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner:

(e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer
fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice.
If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance,
Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds
shall be considered default by Buyer.

141In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller142with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5)143days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance144via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within145two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation is146terminated.

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50 51	Earnes	: Money/	Trust Money deposit of		by check (Earnest Money/T		
52 53 54 55 56	tin by the	the bank agreed	ived by Holder or Earne upon which it is drawn upon Earnest Money/Tr	y/Trust Money est Money/Trust 1, Holder shall p rust Money. Bu	y. In the event E t Money check o promptly notify I uyer shall then h	Earnest Money). Carnest Money/Trust Money (if appli- r other instrument is not honored, for Buyer and Seller of the Buyer's failun ave one (1) day to deliver Earnest M er does not deliver such funds, Buyer	r any reason re to deposit Money/Trust
57 58 59 60 61	ano no Me to t	l Seller s tice via tl mey in in	shall have the right to te he Notification form or mmediately available fur e, Seller shall be deemed	rminate this Ag equivalent writ ads in the form	reement by deliv ten notice. In th of a wire transfer	r does not deriver such ninds, Buyer vering to Buyer or Buyer's represents the event Buyer delivers the Earnest M or cashier's check to Holder before terminate, and the Agreement shall re	ative written Money/Trust Seller elects
63 64 65	to Mo	be depos ney/Trus nest Mor	sited promptly after the st Money section or as sp ney/Trust Money only a	e Binding Agre becified in the Sj s follows:	eement Date or pecial Stipulation	er. Earnest Money/Trust Money (if a the agreed upon delivery date in (as section contained herein. Holder sh	this Earnest
56			at Closing to be applie				
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38 39			Money/Trust Money;			ction over any dispute involving	the Earnest
70		(b)	upon a reasonable inte	-	har y		
'1 '2		(e)	jurisdiction over the m	atter.		to be made to the clerk of the court ha	
4 5 6 7	attorney and exp for any section.	''s fees. enses rei matter a Eamest M	The prevailing party in imbursed to Holder. No trising out of or related	the interpleader party shall seel to the performa	r action shall be k damages from ance of Holder's	ded, its costs and expenses, including entitled to collect from the other par Holder (nor shall Holder be liable fo duties under this Earnest Money/Tr en (14) days after deposit unless writte	ty the costs or the same) rust Money
			ions, Special Assessmer	te and Accasia	tion Foor		
	A. Clo Pur	sing Dat chase Pri July	te. This transaction shal ice, the "Closing"), and	ll be closed ("Cl this Agreement 2025 ("C	losed") (evidence shall expire at 1 losing Date"), or	ed by delivery of warranty deed and j 1:59 p.m. local time on the <u>28th</u> on such earlier date as may be agree	day of
3 4 5	exte equ	ension of ivalent w	this date must be agreed ritten agreement.	oes not extingui l to by the partie	sh a party's right s in writing via t	t to pursue remedies in the event of de he Closing Date/Possession Date Ame	efault. Any endment or
6 7	1.	Possessi shall no	ion. Possession of the P of be part of this Agree	roperty is to be ment):	given (Select th	e appropriate boxes below. Unsele	cted items
8		🖬 at ci	losing as evidenced by d	lelivery of warra	inty deed and pa	yment of Purchase Price;	
3		OR					
)		🗆 as a	greed in the attached an	d incorporated 7	Сетрогагу Осси	pancy Agreement;	
	yea: taxe	in which s for the	h the sale is Closed shall calendar year after Clo	be prorated as sing, the parties	of the Closing D agree to pay th	sociation fees on said Property for the ate. In the event of a change or reass eir recalculated share. Real estate ta ack taxes, if any, shall be paid by Sell	essment of axes, rents,
i r	C. Gre othe belo	enbelt. rwise qua w. Unse	If property is currently alifies), does the Buyer i elected items shall not h	classified by the intend to keep the part of this A	e property tax ass the property in the Agreement):	essor as "Greenbelt" (minimum of 1: Greenbelt? (Select the appropriate	5 acres or
) }		Buyer in	tends to maintain the pro-	operty's Greenb	elt classification	and acknowledges that it is Buyer's	
			1.712 A state of the state o	4		ch status. Buyer's failure to timely a	

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200 201 202			properly make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use shall qualify for Greenbelt classification.
203 204			 Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.
205 206 207		D.	Special Assessments. Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or prior to Closing unless otherwise agreed as follows:
208 209 210 211 212 213 213	5.	Tit	Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).
214 215 216		A.	Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to: (1) Zoning;
217 218 219			 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach; (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
220 221			Binding Agreement Date; and (4) Leases and other encumbrances specified in this Agreement.
222 223			(4) Leases and outer enclandrances spectricit in this Agreement. If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:
224 225 226 227 228 229 230			 accept the Property with the defects OR require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a refund of Earnest Money/Trust Money.
231 232 233 234 235			Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.
236 237 238 239			Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 3, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in Tennessee pursuant to the statute. Deed. Name(s) on Deed to be:
240 241			It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.
242 243 244 245 246 247 248 249	6,	ALI have and/ exerc Agree and o	ections and other requirements made a part of this Agreement. INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE. Buyer, its inspectors and/or representatives shall the right and responsibility to enter the Property during normal business hours for the purpose of making inspections or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in cising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this ement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided a each section marked below.

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250 [Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

251 A. Feasibility Study. Buyer shall have the right to review all aspects of the Property, including but not limited to, m. 252 all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted 253 Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, 254 Buyer shall provide written notification to Seller and/or Seller's Broker within days after Binding 255 Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically 256 terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, 257 then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer 258 and/or Buyer's agents and employees may have free access during normal business hours to visit the Property for the 259 purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably 260 necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees 261 harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry 262 upon Property.

- 263 B. Building Permit. This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits D 264 from the appropriate governmental authority to make specific improvements on the Property. In consideration of 265 Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate 266 governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby 267 being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's 268 days after the Binding Agreement Date. Upon termination, holder shall promptly refund the Broker within 269 Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to 270 have been waived by Buyer.
- 271 C. Permit for Sanitary Septic Disposal System. This Agreement is contingent upon the Buyer's ability to obtain 272 a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the 273 county in which the Property is located (generally, located at the local Health Department) to be placed on the Property 274 in a location consistent with Buyer's planned improvements. In consideration of Buyer, having acted in good faith, 275 being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller's Broker in writing within 276 days after the Binding Agreement Date. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer fails to provide said 277 278 notice, this contingency shall be deemed to have been waived by Buyer.
 - D. Rezoning. This Agreement is contingent upon the Property being rezoned to by the appropriate governmental authorities on or before

(Buyer or Seller)

shall be responsible for pursuing such rezoning, and paying all associated cost. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

289 E. Well Test. This Agreement is contingent upon the well water serving the Property passing testing for suitability 290 for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer's Lender, prior to Closing. 291 Buyer shall be responsible for ordering, supervising and paying for any such well water sample test. This Agreement 292 shall also be contingent upon said well providing an adequate quantity of water to serve Buyer's intended purpose 293 for the Property. In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of 294 such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's 295 Broker within days after the Binding Agreement Date that test results are unacceptable, and in such event this 296 Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. 297 If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer. 298

- See Special Stipulations for additional inspections required by Buyer. F. Other Inspections.
- 299 đ G. No Inspection Contingencies. Buyer accepts the Property in its present condition. All parties acknowledge 300 and agree that the Property is being sold "AS IS" with any and all faults.

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- Final Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 2 day(s) prior to Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed. Property shall remain in such condition until the Closing Date at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
- Buyer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations section of this Agreement.
- A. Survey and Flood Certification. Survey Work and Flood Certifications are the best means of identifying boundary
 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan
 survey or Boundary Line Survey and Flood Zone Certifications.
- B. Insurability. Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.
- 317 C. Water Supply. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 320 D. Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of state and local requirements. It is the right and responsibility of this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - D. Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - E. Title Exceptions. At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer, including the property being part of a Planned Unit Development (PUD). There may also be fees and assessments connected with these exceptions.
 - F. Toxic/Foreign Substances. Testing (including but not limited to a Phase 1 study) may be performed to determine the presence of radon or other potentially toxic substances. Buyer may wish to inquire or have the property inspected for underground tanks, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, or methamphetamine production.
 - G. Land Issues. Buyer may be interested in learning more about the presence of any fill, mine shaft, well, diseased or dead trees or private or non-dedicated roadways on the Property as well as any sliding, settling, earth movement, upheaval or earth stability problems detected through inspections or evaluations previously performed on property or to be performed.
 - H. Rights and Licenses. Certain Property may contain mineral, oil and timber rights which may or may not transfer with the Property. It is possible licenses or usage permits were granted for crops, mineral, water, grazing, timber, hunting or fishing, including a Crop Rotation Program. Buyers should consult their closing agency for questions regarding any leases which may be in the chain of title.
- 341 Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller 9. 342 and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or 343 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not 344 be responsible for any of the following, including but not limited to, those matters which could have been revealed through 345 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the 346 Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction 347 techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect 348 the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; 349 for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or 350 cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the 351 Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the 352 appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for 353 the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or

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- 354 proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have 355 not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and 356 waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer 357 and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the 358 Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of 359 Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge 360 that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in 361 publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing 362 materials or digital media which the Broker is not in control.
- 363 10. Brokerage. As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this
 364 transaction may receive compensation for their services; the compensation may come from more than one party. All
 365 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a
 366 third party beneficiary only for the purposes of enforcing their compensation rights, and as such shall have the right to
 367 maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court
 368 costs. Broker compensation is not set by law and compensation rates are fully negotiable.
- 369 11. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and 370 shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or 371 specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be 372 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this 373 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including 374 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover 375 all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to 376 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to 377 pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree 378 that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or 379 obligations as a defense in the event of a dispute.
- 380 12. Non-Assignability. This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written
 381 consent by the Seller.

382 13. Other Provisions.

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- 383 A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement 384 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no 385 386 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. 387 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It 388 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not 389 have the authority to bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized 390 in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this Agreement. 391 The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding Agreement Date for 392 393 purposes of establishing performance deadlines.
- 394 B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after
 395 Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement
 396 and shall be fully enforceable thereafter.
 397 C. Governing Law and Venue. This Agreement is intended as a contract for the nurchase and sale of real property and
 - C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 399 D. Time of Essence. Time is of the essence in this Agreement.
- 400 E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine 401 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to 402 403 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be 404 determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined 405 herein), Date of Possession (as defined herein), and Offer Expiration Date (as defined in Time Limit of Offer Section), 406 occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any 407

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TRANSACTIONS

408 time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding 409 Agreement Date).

410 F. Responsibility to Cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver 411 such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this 412 Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the 413 approval of the closing documents by the parties shall constitute their approval of any differences between this 414 Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents 415 and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or 416 omissions, or the result of erroneous information.

- 417 G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in 418 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission 419 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice 420 421 by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that 422 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 423 H. Risk of Loss. The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of 424 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this 425 Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 426 L Equal Housing. This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial 427 status, or national origin.
- 428 J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this 429 430 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the 431 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in 432 conformity with state and federal law.
 - K. Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629),
- 435 L. Contract Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any 436 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
 - M. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.
- 439 14. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, 440 or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be 441 treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be 442 executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as 443 defined by the applicable State or Federal law.
- 444 15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part 445 of this Agreement:
- 446
- 447 448

433 434

437

438

- 449 16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control: 450 Property Sold by Auction
- 451 Real Estate Broker/Auctioneer: Matt Gallimore
- 452 Firm License #: 263941
- 453 Tennessee Auctioneer License # 7095
- 454 Tennessee Real Estate Broker License # 350819
- Property is being sold as-is not subject to financing or inspection. 10% Buyer Premium of \$_ 455
- 456 has been added to
- 457 final bid price of \$_ to arrive at a final contract price of \$_
- 458 Property is subject to deed restrictions and purchaser accepts the restrictions as stated in previous deeds. No single-wide mobile 459 homes upon property for any purpose, and double-wide mobile homes or modular homes must be on a permanent foundation.

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 460
 17. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by ______ o'clock ∉ a.m/ □ p.m. on the _____ day of _____ July _____ 2025_.

462 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any 463 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is 464 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

465 NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this
 466 Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

WIRE FRAUD WARNING: <u>Never trust wiring instructions sent via email.</u> Cyber criminals are hacking email accounts
 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. <u>Always</u> independently
 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. <u>Never</u> wire money
 without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM
 YOUR AGENT OR BROKER.

472

BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND
 UNDERSTAND ALL TERMS OF THIS AGREEMENT.

Daya naeoy	makes this off	fer.			
BUYER			BUYER		
	at	o'clock □ am/ □ pm		at	o'clock 🗆 am/ 🗇 pr
Offer Date			Offer Date		
Seller hereby					
Seiler hereby		accepts this offer.			
	ACCEPTS -	accepts this offer.) the attached Cou	unter Offer(s).	
	ACCEPTS – COUNTERS	accepts this offer. - accepts this offer subject to rejects this offer and makes n		unter Offer(s).	
0	ACCEPTS – COUNTERS	- accepts this offer subject to		unter Offer(s).	
0	ACCEPTS – COUNTERS	- accepts this offer subject to		unter Offer(s).	
	ACCEPTS – COUNTERS	- accepts this offer subject to	o counter offer.	unter Offer(s). at	o'clock □ am/ □ p

489 on _______ at ______ o'clock □ am/ □ pm, and this shall be referred to as the Binding Agreement Date for 490 purposes of establishing performance deadlines as set forth in the Agreement.

For Information Purposes Only: Listing Company: United Country Southern Real Estate Setting Company: Listing Firm Address 629 W. Main St., Abingdon, VA 2484 Jing Firm Address: Firm License No.: 263941 Firm License No.: Firm Telephone No.: 276-698-3115 Firm Telephone No.: Listing Licensee: Felecia Leonard Selling Licensee: Licensee License Number: Licensee License Number: 364889 Licensee Email: fleonardrealtor@gmail.com Licensee Email: Licensee Cellphone No.: 423-967-2187 Licensee Cellphone No.: Home Owner's / Condominium Association ("HOA/COA") / Property Management Company:

Phone:

Email:

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LOT/LAND PURCHASE AND SALE AGREEMENT

1	1.	 Purchase and Sale. For and in consideration of the mutual covenants herein a the receipt and sufficiency of which is hereby acknowledged, the undersigned 	and other good and valuable consideration, buyer
3 4		the undersigned seller Lois Wells	("Buyer") agrees to buy and
5		agrees to sell all that tract or parcel of land with such improvements or out	("Seller")
6		agrees to sell all that tract or parcel of land, with such improvements as are loc. All that tract of land known as: 975 Beaver Creek Rd.	
7 8		(Address) Bluff City recorded in Sullivan	(City), Tennessee, 37618 (Zip), as
9		10640	County Register of Deeds Office,
10		as:/_0.62 Acres; Parcel ID: 012.10; LADY & KING PR REPT 2,	strument number and as further described
11		together with all fixtures, landscaping, improvements, and appurtenances, all t	eing hereinafter collectively referred to as
12		the Property."	
13 14		in the attached "Legal Description Exhibit."	
15		A. LEASED ITEMS. Leased items that remain with the Property (e.g. bill	boards, irrigation systems, fuel tank, etc.)
16 17		Buyer shall assume any and all lease paid in full by Seller at or before Closing.	ayments as of Closing. If leases are not
18		Buyer does not wish to assume a leased item. (THIS BOX N	IUST BE CHECKED IN ORDER FOR
19		IT TO BE A PART OF THIS AGREEMENT.)	
20		Buyer does not wish to assume Seller's current lease of	; therefore,
21		Seller shall have said lease cancelled and leased items removed fro	om Property prior to Closing.
22		B. FUEL. Fuel, if any, shall be adjusted and charged to Buyer and credited to	Seller at Closing at current market prices.
23	2.	Purchase Price, Method of Payment and Closing Expenses. Buyer warrants	that, except as may be otherwise
24		provided herein, Buyer shall at Closing have sufficient cash to complete the pur	chase of the Property under the terms of
25 26		this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Ag purchase price to be paid is: \$	reement" or "Agreement"). The
27		purchase price to be paid 15: 3	,
28		("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency	U.S. Dollars,
29		i. a Federal Reserve Bank wire transfer;	by one of the following methods.
30		ii. a Cashier's Check issued by a financial institution as defined in 12 CFF	8 8 279 2(i)· OR
31		iii. other such form as is approved in writing by Seller.	(§ 227.2(1), OIC
32		This price is based (Select one. The sections not checked are not a part of thi	a Agreement)
33		for entire Property as a tract, and not by the acre OR	a Agreentury.
34		per acre with the Purchase Price to be determined by the actual amount of ac	reage of the Descents C
35		acre based on a current or mutually acceptable survey OR	reage of the Property, S per
36		o for entire Property as a tract but with the Purchase Price to be adjusted upwa	ard or downward at \$ per
37		acre in the event the actual amount of acreage of the Property based on a curr	ent or mutually acceptable survey should
38		vary more or less than acre(s) from the	estimated acreage.
39		A. Appraisal (Select either 1 or 2 below. The sections not checked are not	a part of this Agreement).
40 41		 This Agreement IS NOT contingent upon the appraised value either agreed upon Purchase Price. 	r equaling or exceeding the
42		2. This Agreement IS CONTINGENT upon the appraised value either	r equaling or exceeding the agreed
4 3 44		upon Purchase Price If appraised value is equal to or exceeds the Pur	chase Price this continuonarie setiefied
44 45		In consideration of Buyer having conducted an appraisal, the suffici	ency of such consideration being hereby
		acknowledged, if the appraised value of the Property does not equ	
		Pelocia Dense For	

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TRANSACTIONS Ø

47		shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have 3 days to either:
48		1. waive the appraisal contingency via the Notification Form or equivalent written notice
49		OR
50		2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
51 52		notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
53		In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for
54		loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation
55		showing appraised value did not equal or exceed the agreed upon Purchase Price.
56 1	B. C	losing Expenses.
57	1.	Seller Expenses. Seller shall pay all existing loans affecting the Property, including all penalties, release
58		preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if
59		any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
60 61		management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document
52		preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
53		(Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
64		required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
35		Seller.
66		In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property
57		Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected
8		from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,
9		Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
'0 '1		to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.
	-	
2		DUVER EXPENSES. BUVER SHAll DAY All TRADSTER LAXES and feconding tees on deed of conveyance and deed of trust
	2.	
3	Ζ.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private
73 74 75	Ζ.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid
'3 '4 '5 '6	Ζ.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including
3 4 5 6 7	Ζ.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document
3 4 5 6 7 8	Ζ.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the
3 4 5 6 7 8 9		Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.
3 4 5 6 7 8 9 0 1	3.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses . Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:
3 4 5 6 7 8 9 9 0 1 2		Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser
3 4 5 6 7 8 9 0 1 1 2 3		Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior
3 4 5 6 7 8 9 9 0 1 1 2 3 4		Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American
3 4 5 5 7 8 9 9 9 9 1 2 3 4 5 5		Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance
3 4 5 5 7 3 9 9 9 9 9 1 2 3 4 5 5 5	3.	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses . Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.
3 4 5 6 7 8 9 9 0 1 1 2 3 4 5 5 7 7	3. No	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. et all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
73 74 75 76 77 78 79 30 31 32 33 33 34 35 56 87 88 99	3. No	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.
73 74 75 76 77 78 99 90 11 12 23 44 55 66 7 8 90 0	3. No Tr	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses . Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. et all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows:
73 74 75 76 77 78 79 30 31 32 33 34 35 55 56 67 88 90 00 11	3. No Tr	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. et all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
72 73 74 75 76 77 78 79 30 31 32 33 33 33 33 33 33 33 33 33 33 33 33	3. No Tr Ch	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses . Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. et all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows:
73 74 75 76 77 78 79 30 31 32 33 33 33 33 33 33 33 33 33 33 33 33	3. No Tr Ch Ch Ch	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. at all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows: mosing Agency for Buyer & Contact Information: mancial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain
73 74 75 76 77 78 99 00 11 23 44 5 6	3. No Tr Ch Ch Ch S. Fin a k	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses . Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. et all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows: osing Agency for Buyer & Contact Information: osing Agency for Seller & Contact Information: osing Agency for Seller & Contact Information: osing Agency for Seller & Contact Information: osing in the principal amount up to % of the Purchase Price listed above to be secured by a deed of
3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 5 7 0	3. No Tr Ch Ch Ch Ch Ch Ch Ch Ch Ch Ch Ch Ch Ch	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage. at all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows: mosing Agency for Buyer & Contact Information: mancial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain

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99 good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the 100 sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing 101 written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest 102 Money/Trust Money. Lender is defined herein as the financial institution funding the loan. 103 The loan shall be of the type selected below (Select the appropriate boxes. Unselected items shall not be part of 104 105 this Agreement): 106 Conventional Loan D Rural Development/USDA 107 Not subject to financing Other 108 Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms 109 and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller. Buyer 110 shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein 111 and/or any other loan for which Buyer has applied and been approved. 112 Loan Obligations: The Buyer agrees and/or certifies as follows: 113 (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall 114 pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for 115 the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice; 116 117 (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via 118 the Notification form or equivalent written notice that: 119 Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed a. 120 Loan Estimate; and 121 Ь. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid. 122 (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith; 123 (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator; 124 (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or 125 sale of any other real property and the same shall not be used as the basis for loan denial; and 126 (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would 127 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein. 128 Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make 129 written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller 130 the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in 131 default and Seller's obligation to sell is terminated. THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT. 132 133 Financing Contingency Waived (e.g. "All Cash", etc.): Buyer's obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a 134 loan. Buyer shall furnish proof of available funds to close in the following manner: 135 (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer 136 137 fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. 138 If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, 139 Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds 140 shall be considered default by Buyer. 141 In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller 142 with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance 143 144 via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within 145 two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation is 146 terminated. 1 147 3. Earnest Money/Trust Money. Buyer has paid or shall pay within days after the Binding Agreement Date to 148 (name of Holder) ("Holder")

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TRANSACTIONS

149			cated at	Closing Attorney or Titl			(address of Holder), an
150 151		Ea	mest Mone	y/Trust Money deposit of \$		by check (OR amest Money/Trust	
152 153 154 155 156 157 158 159 160		А.	timely rec by the bar the agreed Money in and Seller notice via Money in	ceived by Holder or Earnes nk upon which it is drawn, d upon Earnest Money/Tru immediately available fund r shall have the right to terr the Notification form or e immediately available fund tte, Seller shall be deemed to	/Trust Money. t Money/Trust Holder shall pr st Money. Bur ds to Holder. In minate this Agn quivalent writted is in the form o	In the event Earn Money check or of comptly notify Buy yer shall then have in the event Buyer d eement by delivering en notice. In the e f a wire transfer or	est Money/Trust Money (if applicable) is not her instrument is not honored, for any reason er and Seller of the Buyer's failure to deposit e one (1) day to deliver Earnest Money/Trust oes not deliver such funds, Buyer is in default ing to Buyer or Buyer's representative written vent Buyer delivers the Earnest Money/Trust cashier's check to Holder before Seller elects ninate, and the Agreement shall remain in full
162 163 164 165		В.	to be dep Money/Tr Earnest M	posited promptly after the rust Money section or as spe loney/Trust Money only as	Binding Agree cified in the Sp follows:	ement Date or the ecial Stipulations se	Earnest Money/Trust Money (if applicable) is agreed upon delivery date in this Earnest action contained herein. Holder shall disburse
166				a) at Closing to be applied			
167				b) upon a written agreemer			
168 169			((c) upon order of a court Money/Trust Money;	t or arbitrator	having jurisdictio	n over any dispute involving the Earnest
170			(0	d) upon a reasonable interp	pretation of the	Agreement; or	
171 172			(e	e) upon the filing of an integration over the material statement of the statement of th		with payment to b	e made to the clerk of the court having
173		Ho	lder shall be	-		funde interpleaded	, its costs and expenses, including reasonable
174		atto	mey's fees.	. The prevailing party in the	he interpleader	action shall be ent	tled to collect from the other party the costs
175		and	l expenses r	reimbursed to Holder. No p	party shall seek	damages from Ho	der (nor shall Holder be liable for the same)
176 177 178		sec	tion. Earnes	arising out of or related to t Money/Trust Money shall y bank is provided.	o the performa not be disburse	ace of Holder's du d prior to fourteen (ties under this Earnest Money/Trust Money 14) days after deposit unless written evidence
179	4		-	ations, Special Assessment	and tonatat	ion Fran	
180 181 182 183 184		A .	Closing D. Purchase F July parties in v	Pate. This transaction shall Price, the "Closing"), and the y, writing. Such expiration doe	be closed ("Clo his Agreement : 2025 ("Cl es not extinguis	osed") (evidenced t shall expire at 11:5 osing Date"), or on h a party's right to	by delivery of warranty deed and payment of 9 p.m. local time on the <u>28th</u> day of a such earlier date as may be agreed to by the pursue remedies in the event of default. Any
185			equivalent	written agreement.	to by the parties	in writing via the (Closing Date/Possession Date Amendment or
186 187			1. Posses		operty is to be a	given (Select the a	ppropriate boxes below. Unselected items
188				t closing as evidenced by de	-	nter haad and name	ant of Durchase Bries
189			OR	anoming to endetteed by de	arreng or warra	ity acco and paying	ent of Furchase Flice,
190				s agreed in the attached and	incorporated To	emporary Occupan	cy Agreement:
191		B.					iation fees on said Property for the calendar
192			year in whi	ich the sale is Closed shall t	be prorated as o	f the Closing Date.	In the event of a change or reassessment of
193 194			taxes for the dues, maint	1e calendar year after Closi tenance fees, and associatio	ing, the parties in fees for prior	agree to pay their years and rollback	recalculated share. Real estate taxes, rents, taxes, if any, shall be paid by Seller.
195		C .					or as "Greenbelt" (minimum of 15 acres or
1 96 197			otherwise q	qualifies), does the Buyer in selected items shall not be	tend to keep the	e property in the G	eenbelt? (Select the appropriate boxes
198							l acknowledges that it is Buyer's
199			respon	sibility to make timely and	proper applicati	ion to insure such s	tatus. Buyer's failure to timely and
	This form	is co		may only be used in real estate tran			eonard is involved as a Tennessee REALTORS® authoriz

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200 201 202 203 204			 properly make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use shall qualify for Greenbelt classification. Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.
205 206 207		D.	Special Assessments. Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or prior to Closing unless otherwise agreed as follows:
208 209 210 211 212 213	E		Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).
214 215 216	5.		 le and Conveyance. Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to: (1) Zoning;
217 218 219 220			 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach; (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and
221			(4) Leases and other encumbrances specified in this Agreement.
222 223 224			If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:
225 226 227 228 229 230			 accept the Property with the defects OR require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a refund of Earnest Money/Trust Money.
231 232 233 234 235			Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.
236 237 238			Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 3, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in Tennessee pursuant to the statute.
239 240 241			Deed. Name(s) on Deed to be:
242 243 244 245 246 247 248 249	6.	ALI have and/ exerce Agree and o	ections and other requirements made a part of this Agreement. INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE. Buyer, its inspectors and/or representatives shall the right and responsibility to enter the Property during normal business hours for the purpose of making inspections or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in cising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this ement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided in each section marked below.

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250 [Select any or all of the following stipulations. Unselected items are not a part of this Agreement.] 251

A. Feasibility Study. Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide written notification to Seller and/or Seller's Broker within days after Binding Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or Buyer's agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.

- 263 B. Building Permit. This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits 264 from the appropriate governmental authority to make specific improvements on the Property. In consideration of 265 Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate 266 governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby 267 being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's 268 Broker within days after the Binding Agreement Date. Upon termination, holder shall promptly refund the 269 Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to 270 have been waived by Buyer.
- 271 C. Permit for Sanitary Septic Disposal System. This Agreement is contingent upon the Buyer's ability to obtain 272 a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the 273 county in which the Property is located (generally, located at the local Health Department) to be placed on the Property 274 in a location consistent with Buyer's planned improvements. In consideration of Buyer, having acted in good faith, 275 being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must 276 notify Seller and/or Seller's Broker in writing within days after the Binding Agreement Date. With proper 277 notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer fails to provide said 278 notice, this contingency shall be deemed to have been waived by Buyer.
 - **D.** Rezoning. This Agreement is contingent upon the Property being rezoned to

by the appropriate governmental authorities on or before (Buyer or Seller) shall be responsible for pursuing such rezoning, and paying all associated cost. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

- E. Well Test. This Agreement is contingent upon the well water serving the Property passing testing for suitability 289 for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer's Lender, prior to Closing. 290 Buyer shall be responsible for ordering, supervising and paying for any such well water sample test. This Agreement 291 292 shall also be contingent upon said well providing an adequate quantity of water to serve Buyer's intended purpose 293 for the Property. In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of 294 such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's 295 Broker within days after the Binding Agreement Date that test results are unacceptable, and in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. 296 297 If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer. 298
 - See Special Stipulations for additional inspections required by Buyer. **F.** Other Inspections.
- 299 1 G. No Inspection Contingencies. Buyer accepts the Property in its present condition. All parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. 300

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- Final Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 2 day(s) prior to Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed. Property shall remain in such condition until the Closing Date at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
- Buyer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations section of this Agreement.
- A. Survey and Flood Certification. Survey Work and Flood Certifications are the best means of identifying boundary
 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan
 survey or Boundary Line Survey and Flood Zone Certifications.
- B. Insurability. Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.
 Water Supply. The system may or may not meet state and local requirements. It is the right and comparability of
 - C. Water Supply. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - D. Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - E. Title Exceptions. At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer, including the property being part of a Planned Unit Development (PUD). There may also be fees and assessments connected with these exceptions.
 - F. Toxic/Foreign Substances. Testing (including but not limited to a Phase 1 study) may be performed to determine the presence of radon or other potentially toxic substances. Buyer may wish to inquire or have the property inspected for underground tanks, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, or methamphetamine production.
 - G. Land Issues. Buyer may be interested in learning more about the presence of any fill, mine shaft, well, diseased or dead trees or private or non-dedicated roadways on the Property as well as any sliding, settling, earth movement, upheaval or earth stability problems detected through inspections or evaluations previously performed on property or to be performed.
 - H. Rights and Licenses. Certain Property may contain mineral, oil and timber rights which may or may not transfer with the Property. It is possible licenses or usage permits were granted for crops, mineral, water, grazing, timber, hunting or fishing, including a Crop Rotation Program. Buyers should consult their closing agency for questions regarding any leases which may be in the chain of title.
- 341 9. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller 342 and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or 343 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not 344 be responsible for any of the following, including but not limited to, those matters which could have been revealed through 345 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the 346 Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction 347 techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect 348 the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; 349 for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or 350 cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the 351 Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the 352 appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for 353 the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or

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- 354 proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have 355 not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and 356 waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer 357 and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the 358 Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of 359 Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge 360 that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in 361 publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing 362 materials or digital media which the Broker is not in control.
- 363 10. Brokerage. As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this 364 transaction may receive compensation for their services; the compensation may come from more than one party. All 365 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a 366 third party beneficiary only for the purposes of enforcing their compensation rights, and as such shall have the right to 367 maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court 368 costs. Broker compensation is not set by law and compensation rates are fully negotiable.
- 369 11. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or 370 specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be 371 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this 372 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including 373 374 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover 375 all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to 376 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree 377 378 that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or 379 obligations as a defense in the event of a dispute.
- 12. Non-Assignability. This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written
 consent by the Seller.

382 13. Other Provisions.

- 383 A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement 384 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and 385 approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no 386 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. 387 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It 388 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not 389 have the authority to bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized 390 in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this Agreement. 391 The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding Agreement Date for 392 393 purposes of establishing performance deadlines.
- B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after
 Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement
 and shall be fully enforceable thereafter.
- 397 C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and
 398 shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 399 D. Time of Essence. Time is of the essence in this Agreement.
- 400 E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; 401 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine 402 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to 403 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be 404 determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined 405 herein), Date of Possession (as defined herein), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business 406 day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any 407

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408time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding409Agreement Date).

F. Responsibility to Cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver
 such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this
 Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the
 approval of the closing documents by the parties shall constitute their approval of any differences between this
 Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents
 and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or
 omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Risk of Loss. The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.

426 I. Equal Housing. This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial
 427 status, or national origin.

J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

K. Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).

435 L. Contract Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any 436 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

M. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

439 14. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

444 15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
 445 of this Agreement:

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447 448

449 16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:
 450 Property Sold by Auction

451 Real Estate Broker/Auctioneer: Matt Gallimore

452 Firm License #: 263941

453 Tennessee Auctioneer License # 7095

454 Tennessee Real Estate Broker License # 350819

455 Property is being sold as-is not subject to financing or inspection. 10% Buyer Premium of \$_____

456 has been added to

457 final bid price of \$______ to arrive at a final contract price of \$______

458 Property is subject to deed restrictions and purchaser accepts the restrictions as stated in previous deeds. No single-wide mobile

459 homes upon property for any purpose, and double-wide mobile homes or modular homes must be on a permanent foundation.

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 460
 17. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by ______ o'clock @ a.m./ □ p.m. on the ______ day of ______ July ______ 2025 _____.

462 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any 463 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is 464 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

465 NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this
 466 Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are backing email accounts
 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. <u>Always</u> independently
 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. <u>Never</u> wire money
 without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM
 YOUR AGENT OR BROKER.

472

BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND
 UNDERSTAND ALL TERMS OF THIS AGREEMENT.

BUYER			BUYER		
	at	o'clock 🗆 am/ 🗆 pm		at	o'clock 🗆 am/ 🗖 p
Offer Date			Offer Date		•
Seller hereby:					
Seller hereby:		accepts this offer.			
	ACCEPTS -	accepts this offer. - accepts this offer subject to	o the attached Cou	unter Offer(s).	
	ACCEPTS - COUNTERS	accepts this offer. – accepts this offer subject to rejects this offer and makes n	o the attached Cou to counter offer.	unter Offer(s).	
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	ACCEPTS – COUNTERS REJECTS – 1	 accepts this offer subject to rejects this offer and makes n 	o the attached Cou to counter offer. SELLER	inter Offer(s).	
	ACCEPTS - COUNTERS	- accepts this offer subject to	o counter offer.	nter Offer(s).	o'clock □ am/ □ p

489 on ______ at _____ o'clock □ am/ □ pm, and this shall be referred to as the Binding Agreement Date for
 490 purposes of establishing performance deadlines as set forth in the Agreement.

Listing Company: United Country Southern Real Es	state Selling Company:	
Listing Firm Address 629 W. Main St., Abingdon, V.	A 24 24D ing Firm Address:	
Firm License No.: 263941	Firm License No.:	
Firm Telephone No.: _276-698-3115	Firm Telephone No.:	
Listing Licensee: Felecia Leonard	Selling Licensee:	
Licensee License Number: 364889	Licensee License Number:	
Licensee Email: fleonardrealtor@gmail.com	Licensee Email:	
Licensee Cellphone No.: <u>423-967-2187</u> Home Owner's / Condominium Association ("HOA/COA	Licensee Cellphone No.:	

Phone:

Email:

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LOT/LAND PURCHASE AND SALE AGREEMENT

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46		shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have
47		3 days to either:
48		1. waive the appraisal contingency via the Notification Form or equivalent written notice
49		OR
50		2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
51		notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
52		In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth
53		above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for
54 55		loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation
	-	showing appraised value did not equal or exceed the agreed upon Purchase Price.
56 57	В	Closing Expenses.
57 58		1. Seller Expenses. Seller shall pay all existing loans affecting the Property, including all penalties, release
59		preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
60		management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document
61		preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
62		(Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
63		lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
64		required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
65		Seller.
66		In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property
67		Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected
68		from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,
69		Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
70		to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date
71		regarding such tax matters.
72		2. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;
73		Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other
74		loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private
75		mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid
76 77		interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including
78		but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document
79		review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.
80		3. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the
81 82		Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser
83		Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior
84		to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American
85		Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance
86		Policy which provides additional coverage.
87		Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
88		Transaction and may be modified as follows:
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90		
91		Closing Agency for Buyer & Contact Information:
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93 94		Closing Agency for Seller & Contact Information:
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96 96	U .	Financial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to % of the Purchase Price listed above to be secured by a deed of
97		trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described
98		herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in
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99 good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the 100 sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing 101 written notice via the Notification form or equivalent written notice. Seller shall have the right to request any 102 supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest 103 Money/Trust Money. Lender is defined herein as the financial institution funding the loan. 104 The loan shall be of the type selected below (Select the appropriate boxes. Unselected items shall not be part of 105 this Agreement): 106 Conventional Loan

Rural Development/USDA Not subject to financing 107 \sim Other 108 Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms 109 and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller. Buyer 110 shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein 111 and/or any other loan for which Buyer has applied and been approved. 112 Loan Obligations: The Buyer agrees and/or certifies as foilows: 113 (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall 114 pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for 115 the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order 116 credit report. Such certifications shall be made via the Notification form or equivalent written notice; 117 (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via 118 the Notification form or equivalent written notice that: 119 Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed 8. 120 Loan Estimate; and 121 b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid. 122 (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith; 123 (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator; 124 (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or 125 sale of any other real property and the same shall not be used as the basis for loan denial; and 126 (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would 127 adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein. 128 Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make 129 written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller 130 the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in 131 default and Seller's obligation to sell is terminated. 132 THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT. 133 Financing Contingency Waived (e.g. "All Cash", etc.): 134 Buyer's obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a 135 loan. Buyer shall furnish proof of available funds to close in the following manner. 136 (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer 137 fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. 138 If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, 139 Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds 140 shall be considered default by Buyer. 141 In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller 142 with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) 143 days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance 144 via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within 145 two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation is 146 terminated. 147 1 3. Earnest Money/Trust Money. Buyer has paid or shall pay within days after the Binding Agreement Date to 148 (name of Holder) ("Holder")

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149		loc	ated at Closing At	torney or Title Company		(address of Holder), an
150		Ea	nest Money/Trust Mone	· ·	by check (OR	(), <u></u>
151					est Money/Trust Money").	
152 153 154 155 156 157 158 159 160		A.	timely received by Hol by the bank upon whic the agreed upon Earne Money in immediately and Seller shall have the notice via the Notificat Money in immediately	der or Earnest Money/Trust Mo h it is drawn, Holder shall pron st Money/Trust Money. Buyer available funds to Holder. In the right to terminate this Agreen ion form or equivalent written available funds in the form of a	oney check or other instrumen uptly notify Buyer and Seller of shall then have one (1) day the event Buyer does not deliver nent by delivering to Buyer of notice. In the event Buyer de wire transfer or cashier's chec	ust Money (if applicable) is not t is not honored, for any reason of the Buyer's failure to deposit to deliver Earnest Money/Trust r such funds, Buyer is in default r Buyer's representative written livers the Earnest Money/Trust is to Holder before Seller elects e Agreement shall remain in full
161			force and effect.			· · · · · · · · · · · · · · · · · · ·
162 163 164 165		В.	to be deposited promp Money/Trust Money se Earnest Money/Trust M	otly after the Binding Agreem ction or as specified in the Speci loney only as follows:	ent Date or the agreed upon al Stipulations section containe	y/Trust Money (if applicable) is delivery date in this Earnest ed herein. Holder shall disburse
166				to be applied as a credit toward		
167				itten agreement signed by all pa		
168 169			Money/Tr	ust Money;	-	dispute involving the Earnest
170				sonable interpretation of the Ag		
171 172			jurisdictio	iling of an interpleader action w n over the matter.		-
173 174 175 176 177 178		atto and for seci	ney's fees. The prevail expenses reimbursed to my matter arising out o	for, and may deduct from any fur ling party in the interpleader ac Holder. No party shall seek da of or related to the performance t Money shall not be disbursed p ided.	tion shall be entitled to collect mages from Holder (nor shall e of Holder's duties under this	from the other party the costs Holder be liable for the same) s Earnest Money/Trust Money
179	4.		· ·	l Assessments and Association	Fees	
180 181 182 183 184 185 186 187		Α.	Closing Date. This trai Purchase Price, the "Cle July parties in writing. Such extension of this date me equivalent written agree	asaction shall be closed ("Close osing"), and this Agreement sha ,2025 ("Close expiration does not extinguish a ust be agreed to by the parties in ment. sion of the Property is to be give	d") (evidenced by delivery of all expire at 11:59 p.m. local ting Date"), or on such earlier of party's right to pursue remedi writing via the Closing Date/P	me on the <u>28th</u> day of late as may be agreed to by the es in the event of default. Any cossession Date Amendment or
188			🐼 at closing as ev	idenced by delivery of warranty	deed and payment of Purchas	e Price:
189			OR			-
190			□ as agreed in the	attached and incorporated Tem	porary Occupancy Agreement	
191 192 193 194			Prorations. Real estate year in which the sale is axes for the calendar you dues, maintenance fees,	taxes, rents, dues, maintenance Closed shall be prorated as of t ear after Closing, the parties ag and association fees for prior ye	e fees, and association fees on ne Closing Date. In the event ree to pay their recalculated s ars and rollback taxes, if any, s	said Property for the calendar of a change or reassessment of hare. Real estate taxes, rents, shall be paid by Seller.
195 196 197			Greenbelt. If property otherwise qualifies), doe below. Unselected item	is currently classified by the pro- s the Buyer intend to keep the p is shall not be part of this Agr-	operty tax assessor as "Greenbe roperty in the Greenbelt? (Sele rement):	elt" (minimum of 15 acres or ect the appropriate boxes
198			Buyer intends to ma	intain the property's Greenbelt	classification and acknowledge	es that it is Buyer's
199				ke timely and proper application	-	-
٦	his form	n is co	yrighted and may only be used	in real estate transactions in which, Fe.	lecia Renee Leonard _{is inv}	olved as a Tennessee REALTORS® authoriz

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200 201			properly make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this
202			offer to verify that their intended use shall qualify for Greenbelt classification.
203 204			Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.
205 206 207		D.	Special Assessments. Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or prior to Closing unless otherwise agreed as follows:
208 209 210 211 212 213 214 215 216	5,	Tit	Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants). Is and Conveyance. Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to: (1) Zoning;
217 218 219			 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach; (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
220			Binding Agreement Date; and
221			(4) Leases and other encumbrances specified in this Agreement.
222 223			If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:
224 225 226 227 228			 accept the Property with the defects OR require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the
229 230			Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a refund of Earnest Money/Trust Money.
231 232 233 234 235			Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.
236 237 238			Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 3, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in Tennessee pursuant to the statute.
239 240 241			Deed. Name(s) on Deed to be: It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.
242 243 244 245 246 247 248 249	6.	ALI have and/ exer Agro and	ections and other requirements made a part of this Agreement. INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE. Buyer, its inspectors and/or representatives shall the right and responsibility to enter the Property during normal business hours for the purpose of making inspections or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in cising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this ement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided in each section marked below.

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TRANSACTIONS

250 [Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

251 A. Feasibility Study. Buyer shall have the right to review all aspects of the Property, including but not limited to, 252 all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted 253 Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, 254 Buyer shall provide written notification to Seller and/or Seller's Broker within days after Binding 255 Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically 256 terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, 257 then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer 258 and/or Buyer's agents and employees may have free access during normal business hours to visit the Property for the 259 purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably 260 necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees 261 harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry 262 upon Property.

- 263 B. Building Permit. This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits 264 from the appropriate governmental authority to make specific improvements on the Property. In consideration of 265 Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate 266 governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby 267 being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's 268 Broker within days after the Binding Agreement Date. Upon termination, holder shall promptly refund the 269 Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to 270 have been waived by Buyer.
 - C. Permit for Sanltary Septic Disposal System. This Agreement is contingent upon the Buyer's ability to obtain a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the county in which the Property is located (generally, located at the local Health Department) to be placed on the Property in a location consistent with Buyer's planned improvements. In consideration of Buyer, having acted in good faith, being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller's Broker in writing within days after the Binding Agreement Date. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer fails to provide said notice, this contingency shall be deemed to have been waived by Buyer.
 - D. Rezoning. This Agreement is contingent upon the Property being rezoned to

by the appropriate governmental authorities on or before (Buyer or Seller) shall be responsible for pursuing such rezoning, and paying all associated cost. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

289 E. Well Test. This Agreement is contingent upon the well water serving the Property passing testing for suitability 290 for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer's Lender, prior to Closing. 291 Buyer shall be responsible for ordering, supervising and paying for any such well water sample test. This Agreement shall also be contingent upon said well providing an adequate quantity of water to serve Buyer's intended purpose 292 293 for the Property. In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of 294 such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's 295 Broker within days after the Binding Agreement Date that test results are unacceptable, and in such event this 296 Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer. 297 298

- F. Other Inspections. See Special Stipulations for additional inspections required by Buyer.
- G. No Inspection Contingencies. Buyer accepts the Property in its present condition. All parties acknowledge 299 đ 300 and agree that the Property is being sold "AS IS" with any and all faults.

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- Final Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 2 day(s) prior to Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed. Property shall remain in such condition until the Closing Date at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
- Buyer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address
 the concern by specific contingency in the Special Stipulations section of this Agreement.
- A. Survey and Flood Certification. Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan survey or Boundary Line Survey and Flood Zone Certifications.
- B. Insurability. Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.
- C. Water Supply. The system may or may not meet state and local requirements. It is the right and responsibility of
 Buyer to determine the compliance of the system with state and local requirements. [For additional information on
 this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - D. Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - E. Title Exceptions. At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer, including the property being part of a Planned Unit Development (PUD). There may also be fees and assessments connected with these exceptions.
 - F. Toxic/Foreign Substances. Testing (including but not limited to a Phase 1 study) may be performed to determine the presence of radon or other potentially toxic substances. Buyer may wish to inquire or have the property inspected for underground tanks, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, or methamphetamine production.
 - G. Land Issues. Buyer may be interested in learning more about the presence of any fill, mine shaft, well, diseased or dead trees or private or non-dedicated roadways on the Property as well as any sliding, settling, earth movement, upheaval or earth stability problems detected through inspections or evaluations previously performed on property or to be performed.
 - H. Rights and Licenses. Certain Property may contain mineral, oil and timber rights which may or may not transfer with the Property. It is possible licenses or usage permits were granted for crops, mineral, water, grazing, timber, hunting or fishing, including a Crop Rotation Program. Buyers should consult their closing agency for questions regarding any leases which may be in the chain of title.
- 341 9. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller 342 and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or 343 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not 344 be responsible for any of the following, including but not limited to, those matters which could have been revealed through 345 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the 346 Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction 347 techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect 348 the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; 349 for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or 350 cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the 351 Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for 352 353 the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or

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TRANSACTIONS

- 354 proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have 355 not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and 356 waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer 357 and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the 358 Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of 359 Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge 360 that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in 361 publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing 362 materials or digital media which the Broker is not in control.
- 363 10. Brokerage. As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this
 364 transaction may receive compensation for their services; the compensation may come from more than one party. All
 365 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a
 366 third party beneficiary only for the purposes of enforcing their compensation rights, and as such shall have the right to
 367 maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court
 368 costs. Broker compensation is not set by law and compensation rates are fully negotiable.
- 369 11. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and 370 shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or 371 specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be 372 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this 373 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including 374 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover 375 all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to 376 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to 377 pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree 378 that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or 379 obligations as a defense in the event of a dispute.
- 12. Non-Assignability. This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written
 consent by the Seller.

382 13. Other Provisions.

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- A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement 383 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and 384 approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no 385 386 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. 387 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It 388 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not 389 have the authority to bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized 390 in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this Agreement. 391 The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding Agreement Date for 392 393 purposes of establishing performance deadlines.
- B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after
 Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement
 and shall be fully enforceable thereafter.
 Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and
 - C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 399 D. Time of Essence. Time is of the essence in this Agreement.
- 400 E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; 401 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine 402 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to 403 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined 404 herein), Date of Possession (as defined herein), and Offer Expiration Date (as defined in Time Limit of Offer Section), 405 occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business 406 407 day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any

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- 408time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding409Agreement Date).
- F. Responsibility to Cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
- G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- H. Risk of Loss. The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 426 I. Equal Housing. This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial
 427 status, or national origin.
- J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.
 - K. Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- L. Contract Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
 - M. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.
- 439
 44. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.
- 444 15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
 445 of this Agreement:
- 446

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- 447 448
- 449 16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:
 450 Property Sold by Auction
- 451 Real Estate Broker/Auctioneer: Matt Gallimore
- 452 Firm License #: 263941
- 453 Tennessee Auctioneer License # 7095
- 454 Tennessee Real Estate Broker License # 350819
- 455 Property is being sold as-is not subject to financing or inspection. 10% Buyer Premium of \$____
- 456 has been added to
- 457 final bid price of \$______ to arrive at a final contract price of \$_
- 458 Property is subject to deed restrictions and purchaser accepts the restrictions as stated in previous deeds. No single-wide mobile
 459 homes upon property for any purpose, and double-wide mobile homes or modular homes must be on a permanent foundation.

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17. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by <u>11</u> o'clock ∉ a.m/□ p.m. on the <u>12th</u> day of July . <u>2025</u>. 460 461

462 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any 463 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is 464 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

465 NOTE: Any provisions of this Agreement which are preceded by a box """ must be marked to be a part of this 466 Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

467 WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are backing email accounts 468 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently 469 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money 470 without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM 471 YOUR AGENT OR BROKER.

472

473 BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND 474 UNDERSTAND ALL TERMS OF THIS AGREEMENT.

BUYER			BUYER		
	at	o'clock 🗆 am/ 🗆 pm		at	o'clock 🗆 am/ 🗆 pi
Offer Date			Offer Date		
Seller hereby:					
		accepts this offer.			
	ACCEPTS -	accepts this offer.	o the attached Cou	nter Offer(s).	
	ACCEPTS COUNTERS	- accepts this offer subject to		nter Offer(s).	
	ACCEPTS COUNTERS	-		nter Offer(s).	
	ACCEPTS COUNTERS	- accepts this offer subject to		nter Offer(s).	
ū	ACCEPTS COUNTERS	- accepts this offer subject to		nter Offer(s).	
	ACCEPTS COUNTERS	- accepts this offer subject to	o counter offer.	nter Offer(s).	o'clock □ am/ □ p

489 at o'clock and any and this shall be referred to as the Binding Agreement Date for on 490 purposes of establishing performance deadlines as set forth in the Agreement.

F	or	Informatio	on Purposes Only:	
_				۰.

Listing Company:United Country Southern Real Es	state <u>Selling</u> Company:
Listing Firm Address 629 W. Main St., Abingdon, V	
Firm License No.: 263941	Firm License No.:
Firm Telephone No.: 276-698-3115	Firm Telephone No.:
Listing Licensee: Felecia Leonard	Selling Licensee:
Licensee License Number: 364889	Licensee License Number:
Licensee Email: fleonardrealtor@gmail.com	Licensee Email:
Licensee Cellphone No.: 423-967-2187	Licensee Cellphone No.:
Home Owner's / Condominium Association ("HOA/COA	A") / Property Management Company:

Phone:

Email:

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