

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.

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



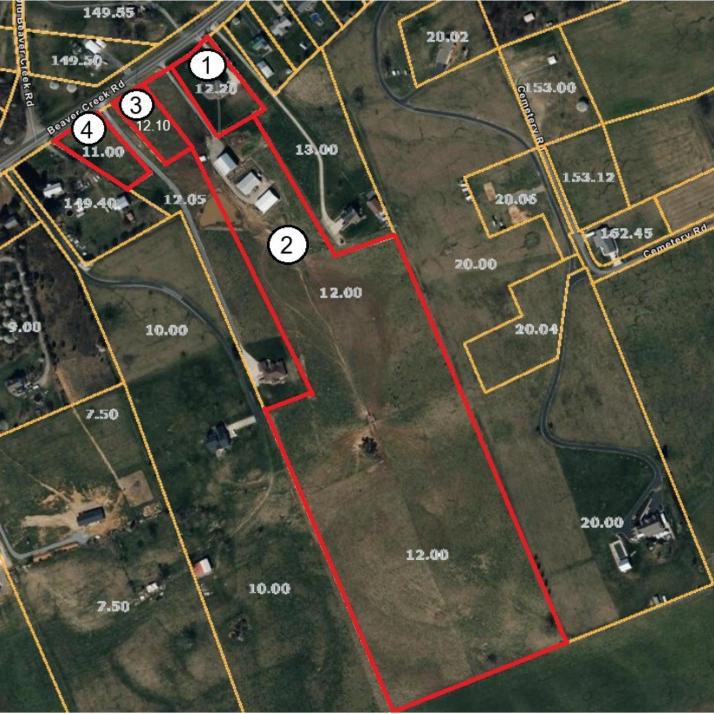
Aerial

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



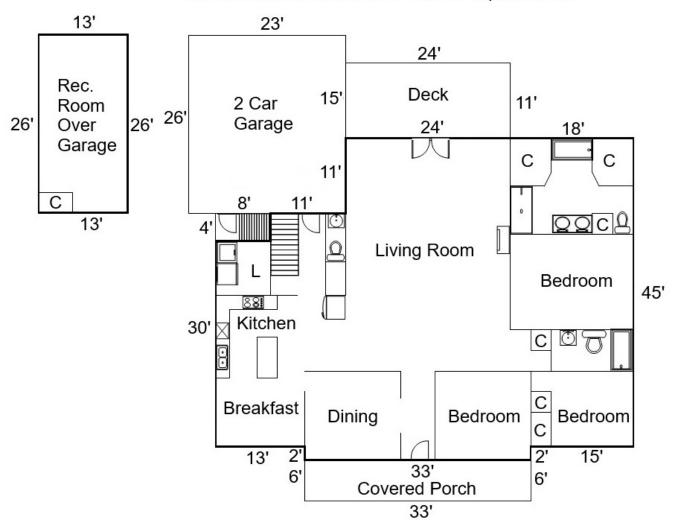


Floorplan

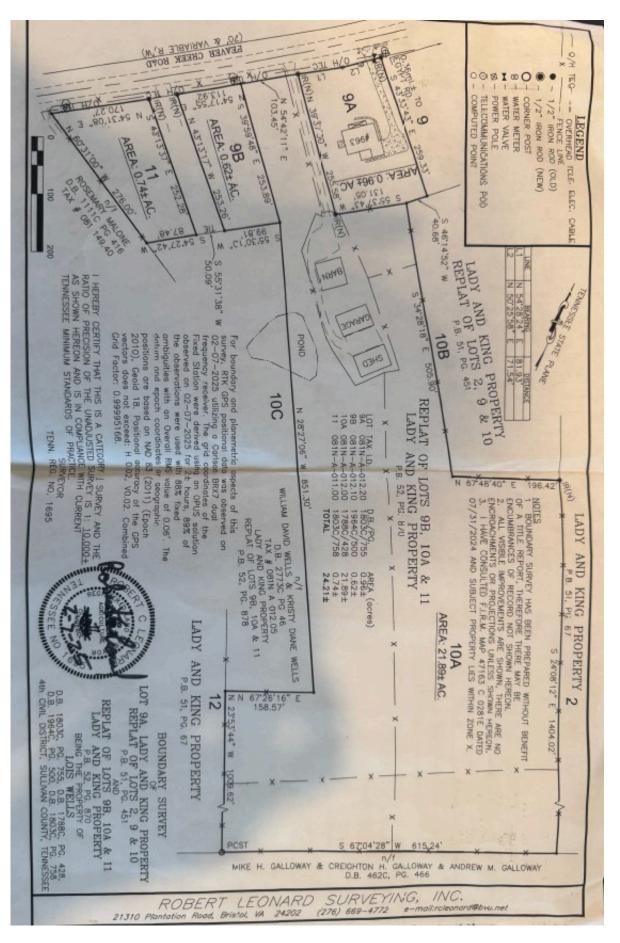
Auction Services

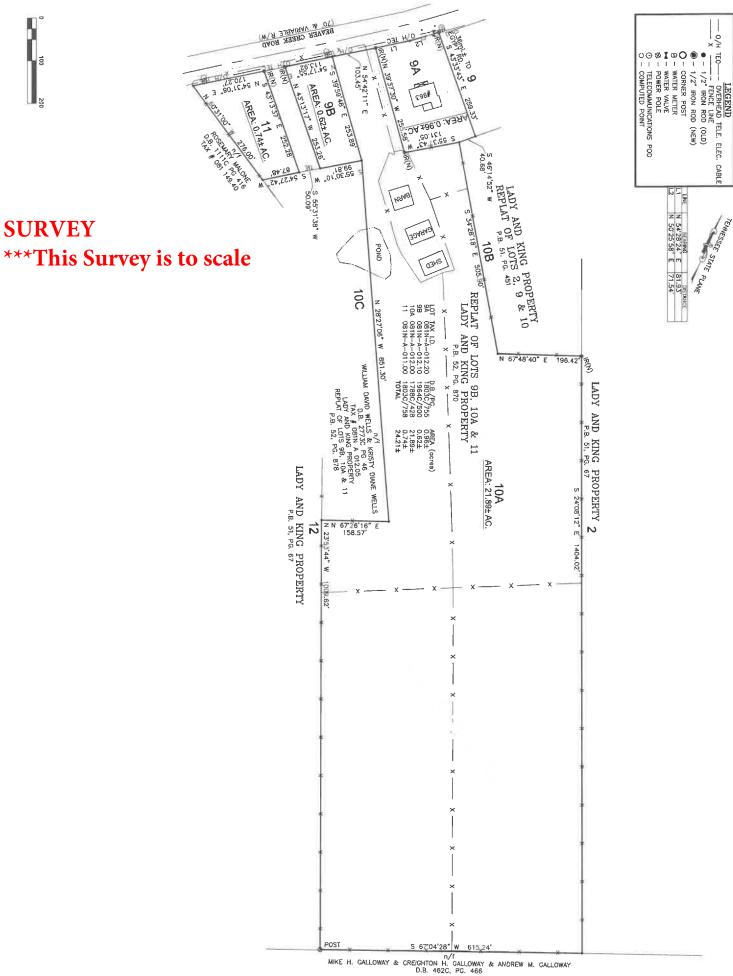
General Floorplan

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.***





100

200

0/H TEO

TELE, ELEC, CABLE

STATE PLANE

I I

OFFERING #1 DEED

C0760

07945

1803C

BOOK 1803C PAGE 760

THIS DEED OF CORRECTION, made and entered into this the 7th day of August, 2002, by and between JAMES W. KING, and wife, LOUISE C. KING, parties of the first part, and LOIS WELLS, party of the second part;

WITNESSETH:

WHEREAS, by deed dated June 28, 2002, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 1788-C, page 428, the parties of the first part conveyed to the party of the second part the following described property; and

WHEREAS, it was intended by said deed to impose certain restrictions upon the property as now set forth herein;

NOW, THEREFORE, for the purpose of correcting said deed of record in Deed Book 1788-C, page 428, the parties of the first part do hereby grant, bargain, sell, transfer and convey unto the party of the second part, the following described property located in the Fourth Civil District of Sullivan County, Tennessee, to-wit:

> BEING all of Lot 10 of the Lady & King property, a plat of which appears of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 51, at pages 67 through 73, inclusive, to which plat reference is here made for a more particular description of the property hereby conveyed, and being a part of the property conveyed to the parties of the first part by deed from Ruby Jeanette Rambo and Samuel M. Myers, Co-Executors, dated October 29, 1986, of record in said Register's Office in Deed Book 521-C, at page 736.

> This conveyance is subject to the following restrictions which are covenants running with the land, binding upon the 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.

Tax Map 81

Part of Parcel 149.30

TO HAVE AND TO HOLD the above described property, together with all improvements

thereon and appurtenances thereunto belonging unto the party of the second part, her heirs and assigns

in fee simple forever.

This conveyance is made with covenants of general warranty as of June 28, 2002, the date of

the original deed.

The party of the second part joins in this deed to acknowledge that the property above described

LAW OFFICES MASSENGILL, CALDWELL & HYDER, P.C. BRISTOL, TENNESSEE

THIS INSTRUMENT VAS PREPARED BY:

> is subject to the restrictive covenants as set forth herein. MARY LOU DUNCAN REGISTER OF DEEDS SULLIVAN COUNTY, TENNESSEE 8-13-2002 BOOK 1803C TAX FEE 1 FEE 10.00 TOTAL 12.00 RECEIPT NO.304503-001

BOOK 1803C PAGE 761

IN TESTIMONY WHEREOF, Witness the signatures of the parties of the first part and the

party of the second part hereto hereunto affixed on this the day and year first above written.

W. King

Notary

Notary Public

Person or entity re-

Samt

property taxes:

2

002

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Before me personally appeared James W. King and wife, Louise C. King, to me known, or proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal, at office, on this the 18th day of

My commission expires:

June 20, 2005

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Before me personally appeared Lois Wells, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and official seal, at office, on this the 12th day of

My commission expires:

June 20, 2005

Name & Address of Property Owner:

894 Big Hollow Rd TN 37617 <u>ville</u>

LAW OFFICES

THIS INSTRUMENT

BRISTOL, TENNESSEE

Sullivan County, Tenn. Register of Deeds: Received for record on the 2002 at 4: 35 Noted in Note Boo 56 luo Ma can Register 6

20428**04934**0FFERING #2 DEED

BOOK 1788C PAGE 428

THIS DEED, made and entered into this the 28th day of June, 2002, by and between JAMES W. KING, and wife, LOUISE C. KING, parties of the first part, and LOIS WELLS, party of the second part;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part have bargained and sold and do hereby grant, bargain, sell, transfer and convey unto the party of the second part, the following described property located in the Fourth Civil District of Sullivan County, Tennessee, to-wit:

> BEING all of Lot 10 of the Lady & King property, a plat of which appears of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 51, at pages 67 through 73, inclusive, to which plat reference is here made for a more particular description of the property hereby conveyed, and being a part of the property conveyed to the parties of the first part by deed from Ruby Jeanette Rambo and Samuel M. Myers, Co-Executors, dated October 29, 1986, of record in said Register's Office in Deed Book 521-C, at page 736.

Tax Map 81

Part of Parcel 149.30

TO HAVE AND TO HOLD the above described property, together with all improvements thereon and appurtenances thereunto belonging unto the party of the second part, her heirs and assigns in fee simple forever.

The parties of the first part covenant with the party of the second part that they are lawfully seized and possessed of the property above described and hereby conveyed, that they have a good right and full authority to convey same, that same is unencumbered, except as herein shown, and except for said encumbrance they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Taxes for the year 2002 are prorated and payment is expressly assumed by the party of the

THIS INSTRUMENT WAS PREPARED BY:

second part.

LAW OFFICES MASSENGRL, CALDWELL & HYDER, P.C. BRISTOL, TENNESSEE MARY LOU DUNCAN REGISTER OF DEEDS SULLIVAN COUNTY, TENNESSEE 7-3-2002 TIME 9:50 BOOK 1788C PAGE 428 TAX 499.50 CCF 2 1.00 FEE 10.00 TOTAL 512.50 RECEIPT NO.301036-001

1

BOOK 1788C PAGE 429

This conveyance is made subject to easements and setback lines shown on the recorded plat for the Lady & King property. This conveyance is also subject to all other applicable restrictive covenants and easements of record, and all visible easements.

IN TESTIMONY WHEREOF, Witness the signatures of the parties of the first part hereto hereunto affixed on this the day and year first above written.

Written. James W. King C. King

Cynthe Pl Notary Public

Person or entity respo

property taxes:

2002

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Before me personally appeared James W. King and wife, Louise C. King, to me known, or proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal, at office, on this the 2^{n} day of

My commission expires:

June 20, 2005

Name & Address of Property Owner:

594 Big Hollow Rd Blounhalle , TN 37617

The undersigned does hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, which ever is greater is $\frac{35,000}{2}$, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

day o Sworn to and subscribed before me the

Comm: expires: _____

THIS INSTRUMENT WAS PREPARED BY:

LAW OFFICES MASSENGILL, CALDWELL & HYDER, P.C. BRISTOL, TENNESSEE

2

OFFERING #3 DEED

35829

BOOK 1964C PAGE 500

WARRANTY DEED

THIS WARRANTY DEED is made and entered into this 27 day of 32, 2003, by and between **DWIGHT J. GOFORTH and wife, ETHEL P. GOFORTH** hereinafter referred to as Parties of the First Part, and **LOIS WELLS**, hereinafter referred to as Party of the Second Part;

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties of the First Part has this day bargained and sold, and do by these presents hereby grant, transfer and convey unto the Party of the Second Part, her heirs and assigns, a certain tract of real estate situate and lying in the 4th Civil District of Sullivan County, Tennessee, and more particularly described as follows. to-wit:

BEGINNING at an iron pin, corner with existing property of Lois Wells and in the line of Goforth; thence along the existing line of Lois Wells N. 80° 04' 15" W. 328.88 feet to an iron pin, corner with other property of Lois Wells; thence along the Wells line and then New Homes, Inc. N. 51° 28' 24" E. 290.58 feet to an iron pin, corner with new Homes, Inc. and Goforth; thence along the line with Goforth S. 22° 07' 19" E. 256.60 feet to the Point of Beginning, and containing 0.82 of an acre \pm according to a survey prepared by Alan D. Pope, Tenn. RLS#1498, dated 6-9-03.

Being a part of the same property conveyed to Dwight J. Goforth and wife, Ethel P. Goforth by deed from James W. King and wife, Louise C. King; Lady & King, a Tennessee general partnership, Howard Ray Lady and Richard P. King by deed dated June 28, 2002 and recorded in Deed Book 1791C Page 323 in the Register of Deeds Office for Sullivan County at Blountville, Tennessee.

This property is found on Tax Map 81, Part of Parcels 149.30 or 149.70 in the Property Assessors Office for Sullivan County at Blountville, Tennessee.

1

PREPAREDBY: KERRY A. MUSICK 1699 BLOUNTVILLE BLVD. SUITE A BLOUNTVILLE, TN. 37617 TEL: (423)-323-7179 BPR4005127

BOOK 1964C PAGE 501

THIS PROPERTY IS TO BE COMBINED WITH PROPERTY ALREADY OWNED BY LOIS WELLS--SEE DEED BOOK 1803C PAGE 755.

TO HAVE AND TO HOLD unto the Party of the Second Part, her heirs and assigns, in fee simple absolute, together with any hereditaments or appurtenances in any wise pertaining thereto.

The Parties of the First Part covenant with the Party of the Second Part, her heirs and assigns, that they are lawfully seized and possessed of said real estate; that they have a good and legal right to sell and convey same; that same is free and unencumbered, except for the 2003 property taxes which are to be pro-rated and thereafter assumed by the Party of the Second Part; and they will forever warrant and defend the title thereto against the lawful claims of all persons whosoever.

This conveyance is expressly subject to all covenants, restrictions, conditions and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon; and to any easements apparent from an inspection of said property.

WITNESS the signatures of the Parties of the First Part on the date first above written.

STATE OF TENNESSEE:

COUNTY OF SULLIVAN: PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for the aforesaid State and County, the within named bargainors, Dwight J. Goforth and wife, Ethel P. Goforth, with whom I am personally acquainted, or who proved their identity to me on the basis of satisfactory evidence, and who acknowledged the execution of the foregoing instrument for the purposes therein

contained. WITNESS my hand and official seal at office in the aforesaid State and County on this $\sqrt{21}$ day of $\sqrt{2003}$.

2

BOOK 1964C PAGE 502
HOUSAN AN STRAN
My Commission Expires: 4-12-04
AFFIDAVIT STATE OF TENNESSEE: COUNTY OF SULLIVAN: The undersigned Affiant, being duly sworn, makes oath that the actual consideration for the foregoing transfer, or the value of the property hereinabove
described, whichever is greater, is \$ 4,400.00.
SWORN TO AND SUBSCRIBED before me this 2 day of July 2003.
By: Joren L'Meyrrs "Notaty Public reges der- My Commission Expires: D.R.
THE NAME AND ADDRESS OF THE PERSON RESPONSIBLE FOR PAYMENT OF
NAME: Lois Wells
ADDRESS <u>594 Big Hollow Rd.</u> Blountville, TN. <u>39617</u>
THE NAME AND ADDRESS OF THE MORTGAGEE, IF ANY MARY LOU DUNCAN REGISTER OF DEEDS SULLIVAN COUNTY, TENNESSEE 7-2-2003 TIME 12:30 7-2-2003 TIME 12:30 800K 1964C PAGE 500 TAX 14:80 CCF 2 1:00 FEE 15:00 TOTAL 32:80 RECEIPT ND. 335685-001
THE MAKER OF THIS DEED DOES NOT ATTEST TO THE ACCURACY OF THE DESCRIPTION, IT BEING TAKEN FROM A SURVEY PREPARED BY ALAN POPE. FAILURE TO RECORD THIS INSTRUMENT COULD RESULT IN SERIOUS CONSEQUENCES.
Page 3
3
Sullivan County, Tenn. Register of Deeds: Received for record on the day of

OFFERING # 4 DEED

1803C C0758

07942

BOOK 1803C PAGE 758

THIS DEED, made and entered into this the 28th day of June, 2002, by and between JAMES W. KING, and wife, LOUISE C. KING, parties of the first part, and LOIS WELLS, party of the

second part;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part have bargained and sold and do hereby grant, bargain, sell, transfer and convey unto the party of the second part, the following described property located in the Fourth Civil District of Sullivan

County, Tennessee, to-wit:

BEING all of Lot 11 of the Lady & King property, a plat of which appears of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 51, at pages 67 through 73, inclusive, to which plat reference is here made for a more particular description of the property hereby conveyed, and being a part of the property conveyed to the parties of the first part by deed from Ruby Jeanette Rambo and Samuel M. Myers, Co-Executors, dated October 29, 1986, of record in said Register's Office in Deed Book 521-C, at page 736.

This conveyance is subject to the following restrictions which are covenants running with the land, binding upon the 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.

Tax Map 81 Part of Parcel 149.30

TO HAVE AND TO HOLD the above described property, together with all improvements

thereon and appurtenances thereunto belonging unto the party of the second part, her heirs and assigns in fee simple forever.

The parties of the first part covenant with the party of the second part that they are lawfully seized and possessed of the property above described and hereby conveyed, that they have a good right and full authority to convey same, that same is unencumbered, except as herein shown, and except for said encumbrance they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Taxes for the year 2002 are prorated and payment is expressly assumed by the party of the

LAW OFFICES second part.

MASSENGILL, CALDWELL & HYDER, P.C. BRISTOL, TENNESSEE

THIS INSTRUMENT

MARY LOU DUNCAN REGISTER OF DEEDS SULLIVAN COUNTY, TENNESSEE 8-13-2002 FIME 4:35 BOOK 1803C PAGE 758 BOOK 1803C CCF 2 1.00 TAX 55.50 CCF 2 1.00 TAX 55.50 CCF 2 5.50 FEE 10.00 TOTAL 68.50 RECEIPT NO.304502-001

BOOK 1803C PAGE 759

This conveyance is made subject to easements and setback lines shown on the recorded plat for the Lady & King property. This conveyance is also subject to all other applicable restrictive covenants and easements of record, and all visible easements.

IN TESTIMONY WHEREOF, Witness the signatures of the parties of the first part hereto hereunto affixed on this the day and year first above written.

ames W. 7 James W. King

STATE OF TENNESSEE

COUNTY OF SULLIVAN

Before me personally appeared James W. King and wife, Louise C. King, to me known, or proved to me on the basis of satisfactory evidence, to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deet Witness my hand and official seal, at office, on this the <u>person</u> day of <u>Aug</u> 2004

My commission expires:

June 20, 2005

Name & Address of Property Owner:

594 Big Hollow Rd Blountville TN 37617

Person or entity responsib property taxes:

Notary Public

same

2002.

The undersigned does hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is 5.15,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sworn to and subscribed before me the 12th day of _____

Comm: expires: June 20,2005

THIS INSTRUMENT

LAW OFFICES MASSENGILL, CALDWELL & HYDER, P.C. BRISTOL, TENNESSEE

Sullivan County, Tenn. Register of Deeds: Received for record on the ______ du

Sullivan (082) Tax Year 2025 Reappraisal 2025 96 Value Information						
eappraisal 2025	Jan 1 Owner		Current Owner	BEAVER CREEK RD 963	63	
Value Information	WELLS LOIS 963 BEAVER CREEK RD BLUFF CITY TN 37618			Ctrl Map: Group: Pa 081N A 01	Parcel: PI: 012.20	SI: 000
\$29,700 \$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\$140,800\$140,800\$140,800	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: 02 - CONTINUOUS FOOTING Roof Framing: 02 - GABLE/HIP Cabinet/Millwork: 02 - GABLE/HIP Cabinet/Millwork: 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: 11 - CARPET COMBINATION Paint/Decor: 04 - ABOVE AVERAGE Electrical: 04 - ABOVE AVERAGE Electrical: 04 - ABOVE AVERAGE Structural Frame: 00 - NONE	~ <u>"</u> z	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	Sq	Square Feet
Sale Date Price Book Page Vacant/Improved	Type Instrument	Qualification		BAS - BASE ODE - ODEN DORCH EINISHED		2,499 108
6/27/2003 \$0 1964C 500	1			GRF - GARAGE FINISHED		598
8/7/2002 \$0 1803C 760]]	BMU - BASEMENT UNFINISHED	SHED	2,499
Land Information				ATF - ATTIC FINISHED		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

.

ï

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
F	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

	-
	-
	•
	,
- +	-
	Π.
	≝
- 2	=
- 5	=
	_
	=
- C	כ
	_
- 12	=
- 2	=
_	=
7	7
	-
•	
	۵
	4

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

l

	Tennessee F	Tennessee Property Assessment Data - Parcel Details Report - https://assessment.cot.tn.gov/	ssessment.cot.tn.gov/			
Sullivan (082)	Jan 1 Owner	Current Owner	BEAVER CREEK RD 997	997		
Tax Year 2025 Reappraisal 2025	WELLS LOIS 963 BEAVER CREEK RD		Ctrl Map: Group: 081N A	Parcel: 011.00	:Id	SI: 000
	BLUFF CITY IN 37618					
Value Information						
Land Market Value: \$25,800 Improvement Value: \$0 Total Market Appraisal: \$25,800 Assessment Value: \$25,800 Assessment Percentage: \$25,800 Assessment Percentage: \$5,450 Assessment: \$6,450 Subdivision Data \$6,450 Subdivision: \$6,450 LADY AND KING PROPERTY Plat Page: Plat Book: Plat Page: Subdivision: \$70 Cass: 00 - Residential \$70 General Information C General Information C City #: \$70 Special Service District 1: 000 N District: 04 N Number of Buildings: 0 U Utilities - Water/Sewer: 03 - PUBLIC / INDIVIDUAL Z Utilities - Gas/Gas Type: 00 - NONE U Dutbuildings & Yard Items Description	Block: Lot: 11 City: Special Service District 2: 000 Neighborhood: Z01 Number of Mobile Homes: 0 Utilities - Electricity: 01 - PUBLIC Zoning:	ArealInits			OFFERING #4 TAX CARD	
adkı		Alegolitis				
Sale Information						
Sale Date Price Book Page Vacant/Improved	roved Type Instrument	Qualification				
6/28/2002 \$15,000 1803C 758 1-IMPROVED	ED WD - WARRANTY DEED	A - ACCEPTED				
10/29/1986 \$0 512C 736						
Land Information Deed Acres: 0.74 Calculated Acres: 0	s: 0 Total Land Units: 0.74	0.74				
		1114				

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
 ("Buyer") agrees to buy and the

("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 (City), Tennessee, 37618 (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 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property." 11 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 wallto-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace 15 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 21 available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including 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. 46 A. Financial Contingency - Loan(s) To Be Obtained. This Agreement is conditioned upon Buyer's ability to obtain 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

This form is copyrighted and may only be used in real estate transactions in which <u>Felecia Renee Leonard</u> is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



Copyright 2015 © Tennessee Association of Realtors® RF401 – Purchase and Sale Agreement, Page 1 of 11

Version 01/01/2025



SAMPLE

49

50

51

52

53 54

55 56

57

59

60

61 62 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.):

- Conventional Loan
 FHA Loan; attach addendum
- VA Loan; attach addendum
 Rural Development/USDA
- 58 V Other Not subject to financing

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 83 furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be 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

This form is copyrighted and may only be used in real estate transactions in which <u>Felecia Renee Leonard</u> is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



102

Agreement.

Version 01/01/2025



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		OR
111		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
114		above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis
115		for loan denial or termination of Agreement. Seller shall have the right to request any supporting
116		documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.
117	D .	Closing Expenses.
118		1. Seller Expenses. Seller shall pay all existing loans and/or liens affecting the Property, including all penalties,
119		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
121		management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document
122		preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
123		(Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
124		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
129		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 to EIPDTA. It is Seller's appropriate independent to prove a final 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.
133		2. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;
134		Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other
135		loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private
136		mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid
137		interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated
138		within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal,
139		origination, discount points, application, commitment, underwriting, document review, courier, assignment,
140		photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's
141		proceeds according to the terms of this Agreement.
142		Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the
143 144		Tennessee Department of Commerce and Insurance) shall be paid as follows:
144		Purchaser
145		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
147 148		Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.
	NT (
149	S JONI	ll of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction
150	and 1	nay be modified as follows:
151		
152		
153		
154	~	
155	Closi	ng Agency for Buyer & Contact Information:
156	-	
157		ng Agency for Seller & Contact Information:
This form	is copyri	phted and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee REALTORS® author

user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.





158

159 160 161	3.	Ea C	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 (address of Holder), an Earnest
162 163		Mo	oney/Trust Money deposit of \$by check (OR
164		-) ("Earnest Money/Trust Money").
165 166 167 168 169 170 171		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
172			right to terminate, and the Agreement shall remain in full force and effect.
173 174 175 176		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:
177			(a) at Closing to be applied as a credit toward Buyer's Purchase Price;
178			(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			(d) upon a reasonable interpretation of the Agreement; or
182 183			(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	4.	Clo	sing, Prorations, Special Assessments and Warranties Transfer.
191 192 193 194 195 196			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.
197			1. 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			at Closing as evidenced by delivery of warranty deed and payment of Purchase Price; OR
201		-	□ as agreed in the attached and incorporated Temporary Occupancy Agreement;
202 203		B .	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
204 205 206 207			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		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
210			below. Unselected items shall not be part of this Agreement):
211 212 This for user. U	rm is Inau	s copy thoriz	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>Felecia Renee Leonard</u> is involved as a Tennessee REALTORS® authorized and 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.



TENNESSEE Copyright 2015 © Tennessee Association of Realtors® REALTORS RF401 – Purchase and Sale Agreement, Page 4 of 11



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.
216 217			 Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.
218 219 220		D.	Special Assessments. Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:
221 222 223		E.	Warranties Transfer. Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.
224 225 226 227 228		F.	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 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).
229 230 231 232	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;
233 234			 (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
235 236 237			 (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and (4) here a had been also be
237 238 239 240			 (4) leases and other encumbrances specified 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: (1) accept the Property with the defects OR
241 242 243 244 245 246			(2) 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 Closing Date, Buyer and Seller 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 refund of Earnest Money/Trust Money.
247 248 249 250 251			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.
252 253 254		В.	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.
255 256 257		C.	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.
258 259 260 261		D.	Association Lien Payoff. In the event the Property is subject to mandatory association assessments or other fees, which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven (7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to the Property is current or setting forth the sum due to bring the account current.
262 263 264 265 266	6.	In th Prop Not	lic Water or Public Sewer Systems he event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the perty is required by a governmental agency/authority or Lender, Buyer shall promptly notify the Seller via the fication form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but ater than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water

not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water 266

This form is copyrighted and may only be used in real estate transactions in which <u>Felecia Renee Leonard</u> is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



TENNESSEE Copyright 2015 © Tennessee Association of Realtors® REALTORS RF401 – Purchase and Sale Agreement, Page 5 of 11



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

310

311

312

313

314

315

316

317

319

320

321

(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.

This form is copyrighted and may only be used in real estate transactions in which <u>Felecia</u> Renee Leonard is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.





322			Resolution Period. Seller and Buyer shall then have a period of days following receipt of
323 324			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 /
325			Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written
326			list or Repair/Replacement Proposal marks the end of the Inspection Period and the beginning of
327			the Resolution Period. The parties agree to negotiate repairs in good faith during the Resolution
328			Period. Buyer reserves the right to withdraw the above stated written list or Repair/Replacement
329			Proposal during the Resolution Period via the Notification form or equivalent written notice. Upon
330			withdrawal, Buyer shall be deemed to have accepted the Property in its present "AS IS" condition
331			and Seller shall have no obligation to make repairs.
332			This Agreement shall terminate at the end of the Resolution Period with a refund of
333			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			(2) Buyer provides written notice to Seller that Buyer is accepting Property "AS IS";
337			OR
338			(3) Seller and Buyer enter into a written amendment extending the Resolution Period.
339			Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no
340			Resolution Period. Buyer retains the right to perform Buyer's Inspections and to timely furnish Seller with a list
341			of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept
342			the Property in its present AS IS condition as provided under D (2) above.
343			E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.
344		•	Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this
345			Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).
346	9.	Co	mpletion of Repairs. In the event a Completion of Repairs Deadline is not established in a Repair/ Replacement
347	1		nendment or written equivalent, the Buyer shall use the Final Inspection to determine that all repairs/ replacements
348			eed to during the Resolution Period, if any, have been completed.
		-	
349			the event repairs have not been completed by the established deadline, Seller shall be considered in default of this
350			reement and Buyer may terminate via the Notification Form or written equivalent. Upon termination, Earnest Money/
351		m	ist Money shall be returned to Buyer.
352	10.		al Inspection. Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of
353			perty on the Closing Date or within day(s) prior to the Closing Date only to confirm Property is in the same or
354			ter condition as it was on the Binding Agreement Date, normal wear and tear excepted. Property shall remain in such
355		cor	ndition until Closing at Seller's expense.
356		Cic	using of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise
357		mu	tually agreed upon in writing.
358	11.	Bu	yer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address
359			concern by specific contingency in the Special Stipulations Section of this Agreement.
360		А.	Survey and Flood Certification. Survey Work and Flood Certifications are the best means of identifying boundary
361			lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or
362			Boundary Line Survey and Flood Zone Certifications.
363		В.	Insurability. Many different issues can affect the insurability and the rates of insurance for property. These include
364			factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the
365			buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the
366			insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether
367			any exclusions shall apply to the insurability of said Property.
368		С.	Water Supply. The system may or may not meet state and local requirements. It is the right and responsibility of
369			Buyer to determine the compliance of the system with state and local requirements. [For additional information on
370			this subject, request the "Water Supply and Waste Disposal Notification" form.]
371		D.	Waste Disposal. The system may or may not meet state and local requirements. It is the right and responsibility of
372			Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee,
373			obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division
	form	s con	righted and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee REALTORS® authoriz
1113	1.6.	Juch	S INVITED SO AND INTERPORT OF A STATE OF

This form is copyrighted and may only be used in real estate transactions in which <u>Felecia Renee Leonard</u> is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.





- 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 409 specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be 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 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover 412 413 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.

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





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 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. 430 431 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.

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





- 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 \$______.
- 512 513
- 514
- 51522. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not516countered or accepted by ______ o'clock $a_{n.m.}/ \Box p.m.$; 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.

This form is copyrighted and may only be used in real estate transactions in which <u>Felecia Renee Leonard</u> is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 815-321-1477.





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

	iyei nereby m	akes this off	er.			
BU	JYER			BUYER		
Of	fer Date	at	o'clock □ am/ □ pm	Offer Date	at	o'clock □ am/ □ pm
Selle	r hereby:					
	D AC	CEPTS – ac	cepts this offer.			
			accepts this offer subject to the	a attached Com	ton Offerda)	
					ter Offer(s).	
	D REJ	ECTS – rej	ects this offer and makes no o	counter offer.		
SE	LLER			SELLER		
		at	o'clock □ am/ □ pm		at	o'clock □ am/ □ pm
Da	te			Date		
Ackn on purpc	te 10wledgemen	t of Receipt	,o'clock □ am/ □ pm, a o clock □ am/ □ pm, a nance deadlines as set forth i	Date hereby a and this shall be a	acknowledges r referred to as th	
Ackn on purpc For I Listin	te towledgemen oses of establis Information I ng Company:	t of Receipt at shing perfor Purposes Or United Cou	o'clock □ am/ □ pm, a nance deadlines as set forth i ly: ntry Southern Real Estate	Date hereby a and this shall be a n the Agreement Selling Compa	acknowledges r referred to as th any:	eceipt of the final accepted e Binding Agreement Date
Ackn on purpc For I Listin Listin	te towledgemen oses of establis information I ng Company: ng Firm Addre	t of Receipt atat shing perform Purposes On United Cou	, o'clock □ am/ □ pm, a mance deadlines as set forth i	Date hereby a and this shall be a n the Agreement Selling Compa 10Selling Firm A	acknowledges r referred to as th any:	eceipt of the final accepted e Binding Agreement Date
Ackn on purpc For I Listin Listin Firm	te towledgemen oses of establis information I ng Company: ng Firm Addre License No.:	t of Receipt at shing perform Purposes Or United Cou css: 629 W.1 263941	o'clock □ am/ □ pm, a mance deadlines as set forth i ly: ntry Southern Real Estate Main St., Abingdon, VA 242	Date hereby a and this shall be a n the Agreement Selling Compa 10Selling Firm A Firm License 1	acknowledges r referred to as th any: Address: No.:	eceipt of the final accepted e Binding Agreement Date
Ackn on purpo For I Listin Listin Firm	te towledgemen oses of establis information I ng Company: ng Firm Addre License No.: Telephone No	t of Receipt at shing perform Purposes On United Cou sss: 629 W. 1 263941 o.:276-69	o'clock □ am/ □ pm, a mance deadlines as set forth i ly: ntry Southern Real Estate Main St., Abingdon, VA 242 18-3115	Date hereby a and this shall be a n the Agreement Selling Compa 10Selling Firm A Firm License I Firm Telephor	acknowledges r referred to as th any: Address: No.: ne No.:	eceipt of the final accepted e Binding Agreement Date
Ackn on purpo For I Listin Listin Firm	te towledgemen oses of establis information I ng Company: ng Firm Addre License No.: Telephone No	t of Receipt at shing perform Purposes On United Cou sss: 629 W. 1 263941 o.:276-69	o'clock □ am/ □ pm, a mance deadlines as set forth i ly: ntry Southern Real Estate Main St., Abingdon, VA 242 18-3115	Date hereby a and this shall be a n the Agreement Selling Compa 10Selling Firm A Firm License I Firm Telephor	acknowledges r referred to as th any: Address: No.: ne No.:	eceipt of the final accepted e Binding Agreement Date
Ackn on purpo For I Listin Firm Firm Listin Listin	te nowledgemen oses of establis information I ng Company: ng Firm Addre License No.: Telephone No ng Licensee: see License N	t of Receipt atat shing perform Purposes On United Cou ess: 629 W. I 263941 263941 5.:276-69 Felecia Leco Tumber: 3	o'clock □ am/ □ pm, a nance deadlines as set forth i ly: ntry Southern Real Estate Main St., Abingdon, VA 242 98-3115	Date hereby a and this shall be a n the Agreement Selling Compa 10Selling Firm A Firm License I Firm Telephor Selling Licens Licensee Licen	acknowledges r referred to as th any: Address: No.: ne No.: ee: nse Number:	eceipt of the final accepted e Binding Agreement Date

Home Owner's / Condominium Association ("HOA/COA")/ Property Management Company:

Phone:

Email:

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

user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



Copyright 2015 © Tennessee Association of Realtors® REALTORS RF401 - Purchase and Sale Agreement, Page 11 of 11



TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1	PR	OPERTY ADDRESS 963 BeAver Creck Rd CITY B/1. A City LLER'S NAME(S) LOI'S 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		NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY?
5		ueck 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' ints and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
11 12	1.	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.
28 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.
This	form i	s copyrighted and may only be used in real estate transactions in which. Selecta Renee Leonard is involved as a Tennessee REALTORS® authorized thorized 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 Copyright 2011 © Tennessee Association of Realtors® RF 201 – Tennessee Residential Property Condition Disclosure, Page 1 of 5 Version 01/01/2025



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

57 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 license

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

63

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

65 as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items

66 identified below and/or the obligation of the buyer to accept such items "as is."

67

INSTRUCTIONS TO THE SELLER

68 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly 69 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this

70 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

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

72	C Range	□ Wall/Window Air Conditioning		Gunge Door Opener(s) (Number of openers				
73	a Window Screens	C) Oved		D'Fireplace(s) (Numost)				
74	Intercom	Microwave		: Gas Stater for Fireplace				
75	o Garbage Disposal	d'Gas Fireplace Logs		C TV Antenna/Satellite Dish				
76	C Trash Compactor	Smoke Detector/Fire Alarm		Central Vacuum System and attachments				
77	Spa/Whirtpool Tub	o Burglar Alarm		E Ourrent Termite contract				
78	GWater Softener	J Patio/Decking/Gazebo		1) Hot Tab				
79	a 220 Volt Wiring	D Installed Outdoor Cooling Grill		Washer/Dryer Hookups				
80	O Sauna	Inigation System		a Pool				
81	Dishwasher	A key to all exterior doors		Access to Public Streets				
82	c) Samp Pump	Tain Gutters		c Heat Pump				
83	Central Heating	e Central Air						
84	D Other			o Other				
85	Water Heater. delectric	ti Gas c	Solar					
86	Garage: E Attache	d a Not Attached a	Carport					
87	Water Suppiy: City			a Utility a Other				
88	Gas Supply: D Utility	a Bottled a	Other	Propose Underwood Tank				
89	Waste Disposal; o City Sev	ver æ Septic Tank o	Other	Proprine Underground TANK				
90	Roof(s): Type	alé						
91)						

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

REALTORS

Copyright 2011 © Tennessee Association of Realtors® RF 201 – Tennessee Residential Property Condition Disclosure, Page 2 of 5



92 93 94	Oť	her Items:										
95	5 To the best of your knowledge, are any of the above NOT in operating condition? vert YES vert NO									0		
96 97 98 99	lf Y	YES, then describ	e (attach	addition	al sheets if n	ecessary):						
100	В.	ARE YOU (SE	LLER) 4	AWARE	OF ANY D	EFECTS/	MALFUNCI	TIONS IN AI	NY OF 1	THE FO	LLOWE	NG?
			YES	NO	UNKNO	WN			YES	NO	UNKN	NOWN
101	Int	erior Walls		e,	D		Roof			E	E	5
102	Ce	ilings		ø	D		Basement			3	0	3
103	Flo	OTS		ø	B		Foundation		۵	ø	C	3
104	Wi	ndows					Slab			đ	C	3
105	Do	ors	σ	e,			Driveway			r	C	1
106	Ins	ulation	0	C	Ω		Sidewalks			ď]
107	Plu	mbing System	O	e,			Central Heat	ting	۵		C]
108	Set	wer/Septic		5			Heat Pump			ø,	C	3
109	Ele	ctrical System		U	D		Central Air (Conditioning	.	G	E	3
110	Ext	terior Walls	G	B								
111 112	lfa	my of the above i	s/are marl	ked YES	, please expl	ain:						
113	С.	ARE YOU (SE	LLER) A	WARE	OF ANY O	F THE FO	LLOWING:	YES	NO	UN	KNOWN	
114 115 116 117 118	1.	Substances, mat such as, but not or chemical stor water, on the su property?	limited to age tanks	: asbest	os, radon gas	s, lead-base		; 0	đ		٥	
119 120 121	2.	Features shared in common with adjoining land owners, such as walls, but not limited to, fences, and/or driveways, with joint rights and obligations for use and maintenance?										
122 123	3.	Any authorized property, or con	changes i tiguous to	n roads, the prop	drainage or u perty?	utilities affe	cting the		P	-	D	
124	4.	Any changes sin					was done?	G	2		۵	
125		Most recent surv						(check here i	f unknov	vn)		
126 127	5.	Any encroachme ownership intere				ns that may	affect your	0	۵			
128 129	6,	Room additions, repairs made with				ner alteratio	ODS OT	D	2			
130 131	7.	Room additions, repairs not in co					ons or	Ξ	8			
132 133	8.	Landfill (comparties thereof?	cted or oth	herwise)	on the prope	rty or any	portion				٥	
134		Any settling from				g or other	soil problems?		ď			
135 136		Flooding, draina Any requirement				ained on th	e property?		2	r		

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

REALTORS RF 201 – Tennessee Association of Realtors® REALTORS RF 201 – Tennessee Residential Property Condition Disclosure, Page 3 of 5



				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).	or landslides?		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 Creak Rd		ot. Locat	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	B	5	D
150	15.	Neighborhood noise problems or other muisances?		٥	3	
151	16.	Subdivision and/or deed restrictions or obligations?		Ξ		
152 153		A Condominium/Homeowners Association (HOA) which has over the subject property?		۵	B	
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		subject to special assessment:		۵	3	
161 162 163	1 9 .	Rate of special assessment: Any "common area" (facilities such as, but not limited to, poor courts, walkways or other areas co-owned in undivided intere		۵	2	D
164	20.	Any notices of abatement or citations against the property?				D
165 166		Any lawsuit(s) or proposed lawsuit(s) by or against the seller or shall affect the property?	which affects			
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. Propring Trank leased		œ⁄	٥	
172 173	23.	Any exterior wall covering of the structure(s) covered with ex insulation and finish systems (EIFS), also known as "synthetic		۵	B	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		9	D
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	r seller who end concern and pro	counters ovide a v	this prod written rej	duct to have a qualifi port of the professiona
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, Septi	ne of it ins	build of millation
		s copyrighted and may only be used in real estate transactions in which Feleo			-	0

Ins form is copyrighted and may only be used in real estate transactions in which "elected Menee Leonard is involved as a Tennessee REALTORS® authorized 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 Association of Realtors® REALTORS RF 201 - Tennessee Residential Property Condition Disclosure, Page 4 of 5



MPLESAMPLE SAMPLE

188 foundation to another foundation?

189 190 191	27.	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	res No B	UNKNOWN					
192 193 194 195 196		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.							
197 198 199 200 201 202	28.	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							
203 204 205 206 207	29.	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 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 Rd is true and correct to the best of my/our knowledge as of the date signed. Should conveyance of title to this property, these changes shall be disclosed in an addend Transferor (Seller)	l any of these con dum to this docum	ditions change prior to nent.					
214 215		Transferor (Seller) Date		Time					
216 217 218 219		Parties may wish to obtain professional advice and/or inspections of the appropriate provisions in the purchase agreement regarding advice,	e property and to a inspections or de	negotiate fects.					
220 221 222	insp evid	nsferee/Buyer's Acknowledgment: I/We understand that this disclosure stateme ection, and that I/we have a responsibility to pay diligent attention to and inquire a ent by careful observation. I/We acknowledge receipt of a copy of this disclos	about those mater	l as a substitute for any ial defects which are					
223		Transferee (Buyer) Date		Time					
224 225	If th	Transferee (Buyer) Date Date e property being purchased is a condominium, the transferee/buyer is hereby a	ziven notice that	Time					
226 227	entit the c	led, upon request, to receive certain information regarding the administration of a condominium association as applicable, pursuant to Tennessee Code Annotated §6	the condominium 56-27-502.	from the developer or					

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contenis except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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

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



SAMPLESAMPLE

SAMPLE

LOT/LAND PURCHASE AND SALE AGREEMENT

1 2	1.	. P ti	urcha le rece	ise ai aipt a	d Sale. For and in con ad sufficiency of which	sideration of the mut is hereby acknowled	ual covenants herein a ged, the undersigned b	nd other good and ouyer	valuable consideration,
3 4		-	_		ned seller Lois We		-		yer") agrees to buy and
5					all that tract or parcel		provements as are loca	ted thereon descri	("Seller")
6		A	11 that	traci	ot land known as: 9	69 Beaver Creek	Rd.	wed mercon, desen	ided as follows:
7 8			Addres	··· /	Bluff City			(City), Tennessee,	
9		10		и <u>ш</u> 88С	Sulli deed book(s), _428		in	County Regis	ter of Deeds Office,
10		as	: +/-:	21.89	Acres and Improvement	ents; Parcel ID: 012.0	0; LADY & KING PR	REPT 2, 9&10; P	nd as further described lat Book 52 Page 670
11		to	gether	r with	all fixtures, landscapir	ig, improvements, and	d appurtenances, all be	eing hereinafter co	llectively referred to as
12 13		E	e "Pro	peny					
14	Ц	III	me at		a "Legal Description E	xhibit."			Property is as described
15 16		A	. LE	ASE	D ITEMS. Leased iter	ns that remain with t	he Property (e.g. bill)	wards, irrigation s	ystems, fuel tank, etc.)
17			8551	mah	le, the balance shall be	Buyer shall assume	e any and all lease pa	syments as of Clos	sing. If leases are not
18			0000		Buver does not wish	to assume a leased	item (THIS BOY M	TIST DE CIDECE	ED IN ORDER FOR
19					IT TO BE A PART O	F THIS AGREEME	NT.)		ED IN ORDER FOR
20					Buyer does not wish to	o assume Seller's cur	rent lease of		; therefore,
21					Seller shall have said le	ase cancelled and lea	sed items removed fro	m Property prior t	o Closing.
22		В.	FUI	EL. I	Fuel, if any, shall be adj	usted and charged to i	Buyer and credited to	Seller at Closing at	t current market prices.
23 24	Ζ.	Pu	urch as	se Pri 1 hors	ce, Method of Paymer	it and Closing Exper	ises. Buyer warrants	that, except as may	be otherwise
25		thi	s Lot/	Land	in, Buyer shall at Closi Purchase and Sale Agr	eement (hereinafter "	n to complete the pure Purchase and Sale Am	hase of the Proper	ty under the terms of
26		pu	rchase	e pric	e to be paid is: \$	(a an anno an a suite 7 ag	ceman of Agre	cincin). The
27 28		/47	hunder	na De	ant	1 1. m 11 m			U.S. Dollars,
29		(1	i.	a Fo	ice") which shall be dis leral Reserve Bank wird	bursed to Seller or Se	eller's Closing Agency	by one of the follo	owing methods:
30						-	1.5 11 10 000		
31				a Ca	shier's Check issued by such form as is approv	a mancial institution	as defined in 12 CFR	.§ 229.2(i); OR	
32		Th							
33			for a	ntira	ased (Select one. The Property as a tract, and	sections not cnecked	are not a part of the	s Agreement.):	
34					with the Purchase Price t			e.a =	
35			acre	base	i on a current or mutual	ly acceptable survey	OR		
36 37			for e	antire	Property as a tract but y	with the Purchase Price	e to be adjusted upwa	rd or downward at	\$per
38			vary	mon	event the actual amour or less than	acre(s) from the	operty based on a curr	ent or mutually acc estimated	
39		A.	Арр	raisa	(Select either 1 or 2 b	elow. The sections	not checked are not a	Dart of this Agre	(ment)
40 41			₽ 3	1. 1	his Agreement IS NOT greed upon Purchase Pr	C contingent upon the	appraised value either	equaling or excee	ding the
42			0 2	2. 1	his Agreement IS CON	TINGENT upon the	appraised value eithe	r equaling or excer	ding the agreed
43				υ	pon Purchase Price If a	praised value is equa	l to or exceeds the Pure	chase Price, this co	ntingency is satisfied
44 45				1	n consideration of Buye	r having conducted a	a appraisal, the sufficient	ency of such consid	deration being hereby
					cknowledged, if the ap				
Thi	s form	ı is co	pyrighte	ed and	may only be used in real estat	s transactions in which	lecia Renee Leon	ard in investment on a	

user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

TE-MALJOLE	Cohairant This A requesses Vasocistiou of Kesitola.
REALTORS	RF404 - Lot/Land Purchase and Sale Agreement, Page 1 of 10
	The second state of the se

46 47		shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have 3 days to either:
48 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 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	B	Closing 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 60		any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
61		management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document
62		preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (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 71		to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.
72		
73		 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
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		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 80		disbursement of the Seller's proceeds according to the terms of this Agreement.
81		 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 83		Purchaser
84		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
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:
89		
90		
91		Closing Agency for Buyer & Contact Information:
92		
93 94		Closing Agency for Seller & Contact Information:
94 95	C.	Financial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain
96	0.	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
Į	This form is c user. Unauth	copyrighted and may only be used in real estate transactions in which Felecia Rense Leonard is involved as a Tennessee REALTORS® authorize orized 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	

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 2 of 10

99

101

102

108

109

110

111

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

134

135

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 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. 103

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 Other

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:
 - (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.

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 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 136 137 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, 138 139 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.

In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller 141 142 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.

This form is copyrighted and may only be used in real estate transactions in which, Felecia Renee Leonard is Involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at \$15-321-1477.

TENNESSEE 692 Copyright 2015 @ Tennessee Association of Realtors® REALTORS RF404 - Lot/Land Purchase and Sale Agreement, Page 3 of 10

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")

149				Closing Attorney or Tit			(addre	ss of Holder), an
150 151		Ear	nest Money/	Trust Money deposit of \$		by check arnest Money/		
152 153 154 155 156 157 158 159 160 161		Α.	timely receiby the bank the agreed of Money in ir and Seller s notice via to Money in ir	ived by Holder or Earness a upon which it is drawn, upon Earnest Money/Tru mmediately available fund shall have the right to terr the Notification form or e mmediately available fund e, Seller shall be deemed t	Trust Money t Money/Trust Holder shall p st Money. Bu ls to Holder. I minate this Ag quivalent writ ls in the form of	In the event Money check romptly notify nyer shall then in the event Buy reement by deli- ten notice. In to of a wire transference.	Earnest Money J. Earnest Money/Trust Mone or other instrument is not h Buyer and Seller of the Bu have one (1) day to delive ver does not deliver such fur vering to Buyer or Buyer's he event Buyer delivers the or cashier's check to Hol o terminate, and the Agreem	nonored, for any reason yer's failure to deposit r Eamest Money/Trust ads, Buyer is in default representative written e Eamest Money/Trust der before Seller elects
162 163 164 165		В.	to be deposition to be deposite Money/Trus	sited promptly after the	Binding Agre cified in the Sp	ement Date or	der. Earnest Money/Trust M the agreed upon delivery ns section contained herein	y date in this Earnest
166				at Closing to be applied				
167				upon a written agreeme				
168 169			(c)	upon order of a court Money/Trust Money;	t or arbitrator	having jurisd	iction over any dispute i	involving the Earnest
170			(d)	upon a reasonable interp	vretation of the	Agreement; or		
171 172			(e)	upon the filing of an inter- jurisdiction over the mat		n with payment	to be made to the clerk of	the court having
173 174 175 176 177 178		attor and for a secti	mey's fees. expenses rei any matter a ion. Eamest l	The prevailing party in the imbursed to Holder. No purising out of or related to the second	he interpleader party shall seel the performation	action shall be damages from ince of Holder'	aded, its costs and expenses e entitled to collect from the Holder (nor shall Holder I s duties under this Earnest een (14) days after deposit u	e other party the costs be liable for the same) Money/Trust Money
179 180 181 182 183 184 185 186 187	4.	Α.	Closing Dat Purchase Pri July parties in wr extension of equivalent w 1. Possessi	ice, the "Closing"), and the riting. Such expiration do this date must be agreed to written agreement.	be closed ("Cl his Agreement 2025 ("C es not extingui to by the partie operty is to be	osed") (evidend shall expire at losing Date"), o sh a party's righ s in writing via	eed by delivery of warranty 11:59 p.m. local time on th or on such earlier date as m at to pursue remedies in the the Closing Date/Possession he appropriate boxes belo	ate <u>28th</u> day of ay be agreed to by the event of default. Any a Date Amendment or
188			🖬 🖊 at c	losing as evidenced by de	livery of warra	unty deed and p	ayment of Purchase Price;	
189			OR					
190				greed in the attached and				
191 192 193 194]	1	year in whicl taxes for the	h the sale is Closed shall l calendar year after Closi	be prorated as ing, the parties	of the Closing I agree to pay t	ssociation fees on said Prop Date. In the event of a chan heir recalculated share. Re back taxes, if any, shall be p	ge or reassessment of eal estate taxes, rents.
195 196 197 198	(C. (Greenbelt. otherwise qui below. Unse	If property is currently cl alifies), does the Buyer in elected items shall not be	assified by the tend to keep the part of this A	property tax as the property in the Agreement):	sessor as "Greenbelt" (min te Greenbelt? (Select the ap and acknowledges that it	imum of 15 acres or opropriate boxes
199			responsi	bility to make timely and	proper applica	tion to insure st	ich status. Buyer's failure i	o timely and
	This form	ia cop		ay only be used in real estate tran		Pelecia Ren		Tennessee REALTORS® authoria

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

TENNESSEE REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 4 of 10



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		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).
213 214 215 216	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			 (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
220 221			 (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and (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:
224 225 226 227 228 229 230			 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.
236 237 238 239 240		С.	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:
241 242 243 244 245 246 247 248 249	б.	Insp ALI have and/ exerc Agree and o	Buyer holds title. Buyer holds title. 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.

This form is copyrighted and may only be used in real estate transactions in which, Felecia Renes 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.

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 -- Lot/Land Purchase and Sale Agreement, Page 5 of 10



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 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.

user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

TENNESSEE REALTORS

279

280

281

282

283

284

285

286

287

288

Copyright 2015 © Tennessee Association of Realtors® RF404 - Lot/Land Purchase and Sale Agreement, Page 6 of 10



SAMAPEE

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

- 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

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

TENNESSEE REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 7 of 10



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 obligations as a defense in the event of a dispute. 379
- 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.

398

- A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement 383 384 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 determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined 404 405 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

This form is copyrighted 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.

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 8 of 10



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.

- 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)
 420 Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice
 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.
- 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.
- 428 J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for 429 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this 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).
- 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 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:

24	R
1.1	w

433 434

437

438

447 448

- 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 \$_____
- 458 459

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

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 9 of 10

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

 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 hereby	makes this off				
BUYER			BUYER		
	at	o'clock □ am/ □ pm		at	o'clock □ am/ □ pr
Offer Date			Offer Date		
Seller hereby:					
	ACCEPTS -	accepts this offer.			
		accepts this offer. - accepts this offer subject to	o the attached Cou	unter Offer(s).	
	COUNTERS	accepts this offer. - accepts this offer subject to rejects this offer and makes no		unter Offer(s).	
	COUNTERS	- accepts this offer subject to		unter Offer(s).	
	COUNTERS	- accepts this offer subject to		unter Offer(s).	
	COUNTERS	- accepts this offer subject to	o counter offer.	anter Offer(s).	o'clock ⊡ am/ □ pr

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.

isting Company:United Country Southern Real Es		
isting Firm Address 629 W. Main St., Abingdon, V/	A 24 Belling Firm Address:	
irm License No.: 263941	Firm License No.:	
irm Telephone No.: 276-698-3115	Firm Telephone No.:	
isting Licensee: Felecia Leonard	Selling Licensee:	
icensee License Number: 364889	Licensee License Number:	
icensee Email: fleonardrealtor@gmail.com	Licensee Email:	
icensee Cellphone No.: <u>423=967=2187</u> ome Owner's / Condominium Association ("HOA/COA	Licensee Cellphone No.:	

Phone:

Email:

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

This form is copyrighted and may only be used in real estate transactions in which Felecia Renee 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.

Copyright 2015 @ Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 10 of 10

LOT/LAND PURCHASE AND SALE AGREEMENT

1 2	1.	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 4		the understand seller ("Buyer") agrees to buy and
5 6		agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 975 Beaver Creek Rd.
7		(Address) Pluff City
8		recorded in Sullivan
9		1964C deed book(s), 500 page(s), and/or instrument number and as further described
10		as: +/-0.62 Acres: Parcel ID: 012.10: LADY & KING PR REPT 2 9&10: Plat Book 52 Page 670
11		together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
12	_	the "Property,"
13 14		This box must be checked to be part of this Agreement. The full and legal description of said Property is as described in the attached "Legal Description Exhibit."
15		A. LEASED ITEMS. Leased items that remain with the Property (e.g. billboards, irrigation systems, fuel tank, etc.)
16		. Buyer shall assume any and all lease payments as of Closing. If leases are not
17		assumable, the balance shall be paid in full by Seller at or before Closing.
18 19		 Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR 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 from 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 25		provided herein, Buyer shall at Closing have sufficient cash to complete the purchase of the Property under the terms of this Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement") or "Agreement"). The
26		purchase price to be paid is: \$
27 28		(EThere have been been been been been been been be
29		("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:
		i. a Federal Reserve Bank wire transfer;
30		ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
31		iii. other such form as is approved in writing by Seller.
32		This price is based (Select one. The sections not checked are not a part of this Agreement.):
33		for entire Property as a tract, and not by the acre OR
34		Ber acre with the Purchase Price to be determined by the actual ensures of ensures of the Purchase Price to be determined by the actual ensures of the act
35		acre based on a current or mutually acceptable survey OR
36 37 38		of or entire Property as a tract but with the Purchase Price to be adjusted upward or downward at \$ per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should 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 equaling or exceeding the agreed upon Purchase Price.
42		2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed
43		upon Purchase Price If appraised value is equal to or exceeds the Purchase Price, this contingency is satisfied
4 4		In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
45		acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer
This	e form	a concisting and may and be used in malantic terms of the Felecia Renee Leonard

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

I ENIVESSEE	Copyright 2015 @ Tennessee Association of Realtors®
REALTORS	RF404 - Lot/Land Purchase and Sale Agreement, Page 1 of 10

7		shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have
7 B		3 days to either:
9		1. waive the appraisal contingency via the Notification Form or equivalent written notice OR
}		2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
		notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
		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
		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.
B	. CI	losing Expenses.
,	1.	I have buy the stand the stand the standard and benanted, lot other
		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
		management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document
		preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (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
		required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
		Seller.
		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
		from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA,
		Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
		to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.
	2.	Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;
		Division for designed for designed and and the start of t
		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
		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
		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
		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
		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.	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.	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.	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.	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.	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
		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.
	No	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
	No	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.
	No	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
	No	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
1	No Tra Clo	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows:
	No Tra Clo	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows: Dising Agency for Buyer & Contact Information:
	No Tra Cla Fin a lo	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows: mosting Agency for Seller & Contact Information: mancial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain man(s) in the principal amount up to % of the Purchase Price listed above to be secured by a deed of
	No Tra Cla Fin a lo frus	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. t all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every ansaction and may be modified as follows: being Agency for Seller & Contact Information: mancial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain

ALTORS Copyright 2015 © Tennessee Association of Realtors[®] RF404 – Lot/Land Purchase and Sale Agreement, Page 2 of 10

108

109

110

111

113

114

115

116 117

118

119

120

121

122

123

124

125 126

127

135

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 🗆 Rural Development/USDA
- 107 Street Not subject to financing

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:
 - (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:
 - a. 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.

128Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make129written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller130the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in131default 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.

This form is copyrighted 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.

TENNESSEE REALTORS Copyright 2015 @ Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 3 of 10

TRANSACTIONS

149				Closing Attorney or Title			(address of Holder), an
150 151		Ea	mest Money/	/Trust Money deposit of \$		by check (OR at Money/Trust Money").	
152 153 154 155 156 157 158 159 160 161		A	timely rece by the bank the agreed Money in in and Seller s notice via t Money in in	eived by Holder or Earnest k upon which it is drawn, l upon Earnest Money/Trus immediately available fund shall have the right to term the Notification form or eq immediately available fund- te, Seller shall be deemed to	Trust Money. In Money/Trust Mon Holder shall promp t Money. Buyer s s to Holder. In the inate this Agreem uivalent written no s in the form of a v	the event Earnest Money/I ey check or other instrume tly notify Buyer and Seller hall then have one (1) day event Buyer does not delive ent by delivering to Buyer otice. In the event Buyer wire transfer or cashier's ch	Trust Money (if applicable) is not ent is not honored, for any reason of the Buyer's failure to deposit y to deliver Earnest Money/Trust er such funds, Buyer is in default or Buyer's representative written delivers the Earnest Money/Trust eck to Holder before Seller elects he Agreement shall remain in full
162 163 164 165		В.	to be depo Money/Tru Earnest Mo	osited promptly after the is ist Money section or as spec- oney/Trust Money only as f	Binding Agreemen ified in the Special follows:	at Date or the agreed upo Stipulations section contai	ey/Trust Money (if applicable) is on delivery date in this Earnest ned herein. Holder shall disburse
166) at Closing to be applied a		•	
167) upon a written agreemen			
168 169				Money/Trust Money;			dispute involving the Earnest
170) upon a reasonable interpr			
171 172) upon the filing of an inte jurisdiction over the matt	er.		
173 174 175 176 177 178		atto and for sec	orney's fees. l expenses rei any matter a tion. Earnest l	The prevailing party in the simbursed to Holder. No particular to holder to holder to holder to holder to hold the hold to hold to hold the hold to hold to hold to hold the hold to	e interpleader actio arty shall seek dan the performance (n shall be entitled to colle ages from Holder (nor sha of Holder's duties under th	d expenses, including reasonable et from the other party the costs Il Holder be liable for the same) his Earnest Money/Trust Money er deposit unless written evidence
179	4.	Clo	osing, Prorati	tions, Special Assessments	and Association	Fees.	
180 181 182 183 184 185		А.	Closing Dat Purchase Pr July parties in wr extension of	tte. This transaction shall trice, the "Closing"), and the "riting. Such expiration doe	be closed ("Closed" is Agreement shall 2025 ("Closing s not extinguish a p	') (evidenced by delivery o expire at 11:59 p.m. local 3 Date"), or on such earlier arty's right to pursue reme	of warranty deed and payment of time on the <u>28th</u> day of date as may be agreed to by the dies in the event of default. Any Possession Date Amendment or
186 187			1. Possess		perty is to be given ent):	(Select the appropriate l	boxes below. Unselected items
188			G/ at c	closing as evidenced by del	ivery of warranty d	eed and payment of Purcha	ase Price;
18 9			OR				
190				agreed in the attached and i			-
191 192 193 194			year in which taxes for the dues, mainte	ch the sale is Closed shall b e calendar year after Closin enance fees, and association	e prorated as of the 1g, the parties agre 1 fees for prior year	Closing Date. In the even e to pay their recalculated s and rollback taxes, if any	
195 196 197		C.	otherwise qu	If property is currently cla ualifies), does the Buyer int selected items shall not be	end to keep the pro	perty in the Greenbelt? (Se	belt" (minimum of 15 acres or lect the appropriate boxes
198				ntends to maintain the prop			ges that it is Buyer's
199				ibility to make timely and p			
т	his for	n is ce				-	nvolved as a Tennessee REALTORS® authorize

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

REALTORS	Copyright 2015 © Tennessee Association of Realtors [©] RF404 – Lot/Land Purchase and Sale Agreement, Page 4 of 10
----------	---



200 201 202 203 204 205 206		D.	 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. 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:
207 208 209 210 211 212 213 214	5.		and the time of croshing, beller shall couvey of cause to be couveyed to buyer of buyer s assignts)
215 216 217 218 219 220 221			 good and marketable title to said Property by general warranty deed, subject only to: Zoning; Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach; Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and Leases and other encumbrances specified in this Agreement.
222 223 224 225 226 227 228 229 230			 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: 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.
236 237 238 239 240 241		C.	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: 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 Agree 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 mement 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.

This form is copyrighted 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.

Copyright 2015 © Tennessee Association of Realtors[®] RF404 – Lot/Land Purchase and Sale Agreement, Page 5 of 10



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 promotly 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 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 such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's 294295 days after the Binding Agreement Date that test results are unacceptable, and in such event this Broker within 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. Other Inspections.
- 299 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

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

TENNESSEE REALTORS

279

280

281

282 283

284

285

286

287

288

Copyright 2015 © Tennessee Association of Realtors⁶ RF404 - Lot/Land Purchase and Sale Agreement, Page 6 of 10



321

322

323

324

325

326

327

328 329

330

331

332

333

334

335

336

337

338

339

340

- 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.]
 Waste Disposal. The system may or may not meet 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 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

This form is copyrighted 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.

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 7 of 10



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 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.

- 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

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

	Copyright 2015 © Tennessee Association of Realtors [®] RF404 – Lot/Land Purchase and Sale Agreement, Page 8 of 10
--	---



Agreement Date).

410 411 412 413 414 415 416	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.
417 418 419 420 421 422		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.
423 424 425	Ħ.	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.
426 427	I.	Equal Housing. This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial status, or national origin.
428 429 430 431 432	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.
433 434	К.	Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
435 436	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.
437 438	М.	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.
439 440 441 442 443	or t trea exe	thod of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be ted as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be cuted partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as ned by the applicable State or Federal law.
444 445 446 447 448		nibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part his Agreement:
449 450 451 452 453 454 455 456 457	Proper Real E Firm L Tenne Tenne Proper has be	cial Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control: ty Sold by Auction istate Broker/Auctioneer: Matt Gallimore icense #: 263941 ssee Auctioneer License # 7095 ssee Real Estate Broker License # 350819 ty is being sold as-is not subject to financing or inspection. 10% Buyer Premium of \$ en added to d price of \$ to arrive at a final contract price of \$
458		

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

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

S Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 9 of 10

 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.

	makes this of				
BUYER			BUYER		
	at	o'clock 🗆 am/ 🗆 pm		at	o'clock 🗆 am/ 🖽 pr
Offer Date		•	Offer Date		F
Seller hereby:					
Seller hereby:		accepts this offer.			
	ACCEPTS -	accepts this offer.	the attached Cou	nter Offer(s).	
ū	ACCEPTS - COUNTERS	accepts this offer. – accepts this offer subject to rejects this offer and makes n	o the attached Cou o counter offer.	nter Offer(s).	
	ACCEPTS - COUNTERS	- accepts this offer subject to	o counter offer.	nter Offer(s).	
	ACCEPTS – COUNTERS REJECTS –	- accepts this offer subject to rejects this offer and makes n	o the attached Cou o counter offer. SELLER		
	ACCEPTS - COUNTERS	- accepts this offer subject to	o counter offer.	nter Offer(s).	o'clock 🗆 am/ 🗆 pr

489 on ______ at _____ o'clock \Box am/ \Box 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 Es	state Selling Company:	
Listing Firm Address 629 W. Main St., Abingdon, V.	A 24840ing 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>	Licensee Cellphone No.:	
Home Owner's / Condominium Association ("HOA/COA	") / Property Management Company:	

Phone:

Email:

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

This form is copyrighted and may only be used in real estate transactions in which Felecia Renee 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.

Copyright 2015 © Tennessee Association of Realtors®

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

LOT/LAND PURCHASE AND SALE AGREEMENT

1	1.	. P ti	urch he rec	iase ceipt	and Sale. For and sufficient	or and in acy of wi	conside hich is h	eration hereby	of the racknow	mutual vledged	coven I, the u	ants h indersi	erein igned	and of buyer	i her g r	ood a	nd va	luable	consid	leration,
3 4		_	_		igned seller		Wells									(*	'Buye	r") agi		buy and
5					sell all that tra			and mi	ith mak	imme		.		. 1.			74			Seller")
6		A	II the	at tra	act of land kr	iown as:	997	Beav	ver Cre	ek Ro	vemen I.	us as a	re 100		nereo	n, de	scribe	d as fo	llows	
7		(/	Addre	ess)	Bluff Ci	ty								(City), Te	nnes	200	3761	8 (Zip), as
8		re	cord		_		Sullivar													Office,
9 10		_				ok(s),			e(s), an				i	astrun	nent n	umbe	er and	l as fu	ther d	escribed
11		as to		+/-(er 11/	0.74 Acres; P	arcel ID:	011.00;	LADY	2 & KIN	G PRO	PERT	Y; Plat	Bool	< 52 P	age 6	70				
12		ťth	e "Pr	rope	rith all fixture rty."	s, mures.	whink' i	unprov	ements	, and a	ppurte	nances	s, all	being	heren	natter	çolle	ctively	7 refen	red to as
13		T	his b	- 0X I	nust be chec	ked to b	e part o	of this	Agreen	nent. 🤇	The fu	ll and i	legal	descri	ntion	ofsa	id Dro	merty	ic oc d	escribed
14		111	uie s	auac	med Tregal L	rescription	on Exhil	DIE."												
15		A	. LI	EAS	ED ITEMS.	Leased	l items t	that rep	main w	ith the	Proper	rty (e. _j	g. bil	lboard	ls, irri	igatio	n syst	tems, j	fuel tar	ak, etc.)
16 17			-				. BI	uyer sl	hall ass	ume ai	ny and	l all le	ase r	ayme	nts as	s of C	losin	g. If	leases	are not
18			858		able, the bala	nce snall	l be paid	i m fui	ll by Sel	ler at c	or befo	re Clo	sing.							
19				Ш	Buyer doe IT TO BE	A PAR	T OF T	HIS A	c a leas	MEN	m. (T f.)	HIS B		MUSI	r be	CHE	CKE	D IN (ORDE	R FOR
20					Buyer doe	s not wis	sh to as	sume	Seller's	сштеп	t lease	of							: th	erefore,
21					Seller shal	have sa	id lease	cance	lled and	leased	l items	remov	ved fi	om Pi	ropert	y pric	or to C	Closing	2.	
22		B.	FU	ÆL	• Fuel, if any	, shall be	e adjuste	ed and	charged	l to Bu	yer and	l credi	ited to	Selle	r at C	losin	g at ci	urrent	marke	prices.
23 24 25 26	2.	pri thi	is Lot	t/La	Price, Metho crein, Buyer s nd Purchase a rice to be paid	inall at C and Sale.	losing h	lave su	ufficient	cash t	0 0000	olete ti	he nu	rchase	ofth	a Dro	norter	molon	the ter	ms of
27 28		(49	Durah		Drice??)hi-1				a 4										U.S. I	Dollars,
29		(1	i.	a T	Price") whicl Federal Reser	i snan oe		sea to	Seller o	r Selle	r's Clo	sing A	lgenc	y by c	one of	the f	ollow	ing me	ethods	:
30			ii.					-	• • ••											
31				ac	Cashier's Che	CK ISSUEC	t by a in	nancia	l institu	tion as	define	ed in 1	2 CF.	R § 22	29.2(i); OR				
		and.			ter such form															
32		In	is pri	ice 1	s based (Sele	ct one.]	The sect	tions n	iot chec	ked ar	e not :	a part	of th	is Ag	reem	ent.):				
33					re Property a															
34 35			acre	e ca:	e with the Pur sed on a curre	ent or mu	itually a	ccepta	ble surv	rey OR	t i							\$		per
36 37 38			vary	e m t y mo	re Property as the event the s ore or less that	actual an n	iount of	facreas acre(s)	ge of the) from t	e Prope he	erty bas	sed on	a cur	rent of	r muti e	ually : stima	accep ted ac	reage.	urvey	per should
39		А.	App	prai	sal (Select ei	ther 1 or	r 2 belo	w. Th	e sectio	ns not	check	ed ar	e not	a par	t of fi	his A	green	nent).		
40 41			₽	1.	This Agreen agreed upon	nent IS I	NOT co.	ntinge	nt upon	the ap	praised	i value	e eith	er equ	aling	orex	ceedii	ng the		
42			۵	2.	This Agreen	nent IS (CONTE	NGEN	T upon	the ap	praise	d valu	e eith	er equ	aling	or ex	ceedi	ng the	agree	1
43					upon Purcha	ise Price	lf appra	itsed va	alue is e	qual to	or exc	eeds ti	he Pu	rchase	Price	this	conti	ngane	u ic cat	infind
44 45					In considera acknowledg	tion of H	iuyer ha	VING C	onducte	d an ar	opraisa	il. the s	suffic	iencv	ofsu	ch coi	neider	ration 1	haina 1	oraby
										2010										-

This form is copyrighted 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.

TENNESSEE Copyright 2015 © Tennessee Association of Realtors® REALTORS RF404 - Lot/Land Purchase and Sale Agreement, Page 1 of 10

6	shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have
7 8	3 days to either: 1. waive the appraisal contingency via the Notification Form or equivalent written notice
9	OR
0	2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
1	notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
2	In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth
3	above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for
4	loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation
5	showing appraised value did not equal or exceed the agreed upon Purchase Price.
	Closing Expenses.
7	1. Seller Expenses. Seller shall pay all existing loans affecting the Property, including all penalties, release
8 9	preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if
0	any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document
1	preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution
2	(Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
3	lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
4	required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
5	Seller.
6	In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property
7	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	to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date
1	regarding such tax matters.
2 3	2. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;
4	Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other
5	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
6	interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including
7	but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document
3	review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the
9	disbursement of the Seller's proceeds according to the terms of this Agreement.
)	3. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the
1 2	Tennessee Department of Commerce and Insurance) shall be paid as follows: Purchaser
3 L	Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior
* 5	to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American
5	Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.
	Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every
3	Transaction and may be modified as follows:
)	
)	
	Closing Agency for Buyer & Contact Information:
2	
•	Closing Agency for Seller & Contact Information:
	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
•	trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described
1	herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in
	opyrighted and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee REALTORS® aut

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

REALTORS	Copyright 2015 © Tennessee Association of Realtors ⁶ RF404 – Lot/Land Purchase and Sale Agreement, Page 2 of 10
----------	---

Type text here

108

109

110

111

114

115

116

117

118

119

120

121

122

123

124

125

126

127

134

135

di la

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 D Conventional Loan D Rural Development/USDA
- 107 Other Not subject to financing

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 B
 - (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:
 - a. 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.

128Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make129written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller130the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in131default 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.):

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.

147 3. Earnest Money/Trust Money. Buyer has paid or shall pay within 1 days after the Binding Agreement Date to (name of Holder) ("Holder") 148 (name of Holder) ("Holder")

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

TENNESSEE REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 3 of 10

149		located at	Closing Attorney or Tit			(address of Holder), an
150 151		Earnest Mon	ney/Trust Money deposit of \$		by check (OR Money/Trust Money'').	
152 153 154 155 156 157 158 159 160 161		timely re by the b the agre Money i and Self notice vi Money i	received by Holder or Earnes bank upon which it is drawn, sed upon Earnest Money/Tru- in immediately available fund- ler shall have the right to terr ia the Notification form or e in immediately available fund- nate, Seller shall be deemed t	/Trust Money. In the total of tota	he event Earnest Money/I ey check or other instrume ly notify Buyer and Seller hall then have one (1) day event Buyer does not delive it by delivering to Buyer tice. In the event Buyer of ire transfer or cashier's chi	Trust Money (if applicable) is not ent is not honored, for any reason of the Buyer's failure to deposit to deliver Earnest Money/Trust er such funds, Buyer is in default or Buyer's representative written delivers the Earnest Money/Trust eck to Holder before Seller elects the Agreement shall remain in full
162 163 164 165		to be de Money/]	eposited promptly after the	Binding Agreement	t Date or the agreed upo	ey/Trust Money (if applicable) is n delivery date in this Earnest ned herein. Holder shall disburse
166			(a) at Closing to be applied		-	
167			(b) upon a written agreemen			
168 169			Money/Trust Money;			dispute involving the Earnest
170			(d) upon a reasonable interp			
171 172			(e) upon the filing of an integration over the man		payment to be made to th	e clerk of the court having
173 174 175 176 177 178		attorney's fee and expenses for any matter section. Earne	es. The prevailing party in the s reimbursed to Holder. No per er arising out of or related to	he interpleader action arty shall seek dame the performance o	n shall be entitled to colle ages from Holder (nor sha f Holder's duties under th	d expenses, including reasonable ct from the other party the costs ll Holder be liable for the same) is Earnest Money/Trust Money r deposit unless written evidence
179	4.	Closing, Pro	rations, Special Assessment	s and Association F	ees.	
180 181 182 183 184 185 186		A. Closing D Purchase Juparties in extension equivaler	Date. This transaction shall e Price, the "Closing"), and the uly n writing. Such expiration do n of this date must be agreed to nt written agreement.	be closed ("Closed" his Agreement shall 2025 ("Closing es not extinguish a parties in wo to by the parties in wo) (evidenced by delivery o expire at 11:59 p.m. local Date"), or on such earlier arty's right to pursue remea riting via the Closing Date.	f warranty deed and payment of time on the <u>28th</u> day of date as may be agreed to by the dies in the event of default. Any Possession Date Amendment or boxes below. Unselected items
187		shall	l not be part of this Agreem	ent):	(select me appropriate i	JOXes below. Onselected items
188			at closing as evidenced by de	•	ed and payment of Purcha	se Price:
189		OR		· · · · · · · · · · · · · · · · · · ·	I - j	
190			as agreed in the attached and	incorporated Tempo	rary Occupancy Agreemer	at.
191						n said Property for the calendar
192 193 194		year in wi taxes for	hich the sale is Closed shall I	be prorated as of the ing, the parties agree	Closing Date. In the event to pay their recalculated	t of a change or reassessment of share. Real estate taxes, rents,
195 196 197		C. Greenbel otherwise below. U	It. If property is currently cle e qualifies), does the Buyer in Inselected items shall not be	assified by the prope tend to keep the prop part of this Agree	rty tax assessor as "Green perty in the Greenbelt? (Se nent):	belt" (minimum of 15 acres or lect the appropriate boxes
198			er intends to maintain the proj			
199			onsibility to make timely and			
٢	This form	n is copyrighted and	d may only be used in real estate tran	sactions in which, Fele	ia Renee Leonard ish	wolved as a Tennessee REALTORS® authorize

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

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 4 of 10

TRANSACTIONS

200 201 202 203 204 205 206 207		D.	 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. 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	5.		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:
216 217 218 219 220 221 222			 Zoning; Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach; Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and Leases and other encumbrances specified in this Agreement.
223 224 225 226 227 228 229 230			 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: (1) accept the Property with the defects OR (2) 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.
236 237 238 239 240 241		C.	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: 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	EXAMPLE 1 Sections 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.

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

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 -- Lot/Land Purchase and Sale Agreement, Page 5 of 10



271

272

273

274

275

276

277

278

279

280

281

282 283

284

285

286

287

288

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 SanItary 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 days after the Binding Agreement Date. With proper notify Seller and/or Seller's Broker in writing within 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 294such 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 ď 300 and agree that the Property is being sold "AS IS" with any and all faults.

user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



320

321

322

323

324

325

326 327

328

329

330

331

332

333

334

335

336

337

338

339

340

- 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.
- 8. 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

This form is copyrighted 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.

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 7 of 10

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.

397 398

- 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.
 - 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 401 402 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 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

This form is copyrighted and may only be used in real estate transections 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,

REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 8 of 10

408 409			time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).
410 411 412 413 414 415 416		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.
417 418 419 420 421 422		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.
423 424 425		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.
426 427		I.	Equal Housing. This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial status, or national origin.
428 429 430 431 43 2		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.
433 434		К.	Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
435 436		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.
437 438		М.	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.
439 440 441 442 443	14.	or l trea exe	thod of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be ated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be cuted partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as ined by the applicable State or Federal law.
444 445 446 447 448	15.		nibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part his Agreement:
449 450 451 452 453 454 455 456 457 458 459	Pr Re Fir Te Pr ha	ope eal E m L nne nne ope s be	Action Stipulations The following Special Stipulations, if conflicting with any preceding section, shall control: rty Sold by Auction Estate Broker/Auctioneer: Matt Gallimore icense #: 263941 Ssee Auctioneer License # 7095 ssee Real Estate Broker License # 350819 rty is being sold as-is not subject to financing or inspection. 10% Buyer Premium of \$ een added to to arrive at a final contract price of \$
	This for user, Ur	n is co autho	opyrighted and may only be used in real estate transactions in which. Felecia Renee Leonard is involved as a Tennessee REALTORS® authorized rized 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.

TENNESSEE REALTORS Copyright 2015 © Tennessee Association of Realtors® RF404 -- Lot/Land Purchase and Sale Agreement, Page 9 of 10

 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 11 o'clock @a.m/ □ p.m. on the 12th 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/ 🗆 pi
Offer Date			Offer Date		
Seller hereby:					
Seller hereby:	ACCEPTS -	accepts this offer.			
		accepts this offer.	the attached Cou	nter Offer(s).	
	COUNTERS	- accepts this offer subject to		nter Offer(s).	
	COUNTERS	*		nter Offer(s).	
	COUNTERS	- accepts this offer subject to		nter Offer(s).	
	COUNTERS	- accepts this offer subject to		nter Offer(s).	
	COUNTERS	- accepts this offer subject to	o counter offer.	nter Offer(s).	o'clock □ am/ □ p

489 on ______ at _____ o'clock \Box am/ \Box 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 Inf	formation	Purpose	s Only:	
T intime	Componen	J Inifed (Country	Southe

Listing Company:United Country Southern Real Estate Setting Company:	
Listing Firm Address 629 W. Main St., Abingdon, VA 24340 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.: 423-967-2187	Licensee Cellphone No.:
Home Owner's / Condominium Association ("HOA/COA") / Property Management Company:	

Phone:

Email:

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

This form is copyrighted and may only be used in real estate transactions in which Felecia Renee Leonard is involved as a Tennessee REALTORS® authorized 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.

Copyright 2015 © Tennessee Association of Realtors® RF404 – Lot/Land Purchase and Sale Agreement, Page 10 of 10