6729 Pleasant Ridge Road | Knoxville, TN 37921 Phone: 865-938-3403 | Fax: 865-947-5668

#### SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 24th day of September, 2025 by and between
The Estate of Stanley Thurman of Blaine, State of TN hereinafter called "Seller(s)", and
of, State ofhereinafter called "Buyer(s)":
WITNESSETH: That the Buyer(s) hereby agrees to purchase and the Seller(s) hereby agrees to sell, subject to the terms, conditions and for the consideration hereinafter set forth, the following real property: Located in <a href="Grainger">Grainger</a> County, <a href="Tennessee">Tennessee</a> , and being further described real property as follows: <a href="Rutledge Pike">Rutledge Pike</a> , Blaine, TN 37709 – Portion of Current Parcel/Tax ID: <a href="Lot(s">Lot(s"&gt;Lot(s")</a> ) as shown on survey drawing no. 25-084 dated 4/24/2025 completed by Garrett & Associates – Eddy R. Garrett
1) <b>EARNEST MONEY:</b> Buyer(s) immediately upon conclusion of the bidding will deposit with POWELL AUCTION & REALTY, LLC, of Knoxville, Tennessee, hereinafter called "Agent", the sum of \$\), as earnest money to guarantee the performance by Buyer(s) hereunder and which will be applied as partial payment of purchase price. Both parties agree that Agent shall deposit and hold Earnest Money in an escrow account and will be disbursed pursuant to the terms of this contract. IF buyer has purchased online, Earnest Money payment is to be made within 48 hours of sale conclusion.
2) PURCHASE PRICE & TERMS: Buyer(s) agree to pay and Seller(s) agree to accept the sum of \$\) Upon the following terms: the bid price of \$\) plus the buyer's premium in the amount of \$\) note that the buyer's premium in the amount of \$\) addition, the Buyer(s) to pay a survey origination fee in the amount of \$\) 10 Tooltingent upon financing. Balance to be paid in full at closing. Buyer is purchasing with any remaining personal property conveying with the property to the Buyer. Attached Auction Terms & Conditions and any additional documents pertaining to the sale are part of the Sales Contract.
3) <b>POSSESSION:</b> Possession of real property to be given <u>AT CLOSING.</u>
4) <u>TITLE TRANSFER:</u> For the above consideration, Seller (s) agrees to give a good and merchantable title by Deed, free and clear of all encumbrances except: <u>NONE.</u> Title to be conveyed subject to all prior restrictions, easements, conditions, encumbrances, condemnation, right of ways, joint permanent easements, covenants or restrictions of record, zoning ordinances or laws of any government authority, status of mineral rights, status of oil and gas rights, or any type leases or assignments, taxes of any type, properties in FEMA flood zone, and other matters recorded or unrecorded, known or unknown. Mobile Homes Are Sold WITHOUT TITLE. Buyer shall pay, but not limited to: HOA requirements, Buyers Occurred expense, ALL Transfer Fees and or Membership Fees, if applicable.
5) <u><b>DEED</b></u> : Deed shall be made to:
6) <u>CLOSING DATE:</u> ALL parties agree the closing date of this sale shall be on or before <u>October 24<sup>th</sup></u> , <u>2025</u> . The Seller reserves the option to extend the closing 30 days if needed to resolve title issues without further notice.

- 7) **TAXES:** Property taxes shall be prorated as of <u>CLOSING</u>.
- 8) <u>BUYER(S)</u>' AS-IS ACKNOWLEDGEMENT: The property is sold "AS-IS, WHERE-IS and WITH ALL FAULTS", without any warranties expressed, implied or guarantees of any kind or accuracy to information. Buyer accepts all faults and defects of the property; whether known or unknown, disclosed or undisclosed, presently existing or that may hereafter arise. Purchase is not contingent upon viewing the property after purchasing. By bidding, the Buyer is agreeing that they have had the opportunity to inspect the property prior to bidding and have inspected the property and all appurtenances thereto and are agreeing that they will sign the sales contract and other required documents within 12 hours of being provided said documents for signing. It is further agreed that this contract & terms contains the entire agreement between the parties and except as contained herein and that this property is purchased on an "AS-IS, WHERE-IS and with ALL FAULTS" basis. All announcements made at the auction take precedence over all other advertising and/or any type and/or kind of material.
- 9) AGENCY DISCLOSURE: Powell Auction & Realty LLC, its auctioneer(s) and employee(s) are acting as Agent(s) and represent the Seller(s) and is compensated by the Seller(s) in this transaction.
- 10) **RISK OF LOSS:** Risk of loss shall remain with the Seller(s) until closing. In the event any improvements to the property be destroyed or damaged by fire or other destructive force which cannot be repaired prior to closing, this contract may be voided at the option of the Buyer(s) and the earnest money shall be returned to Buyer(s).

#### Specific Performance Real Estate Contract, PAGE 2 of 2

#### 11) **FAILURE TO CLOSE:**

- (A) If Seller(s) fails to convey the property as provided in this contract: Buyer(s) may exercise legal remedies including suit for specific performances or damages. Agent may sue Seller(s) to recover loss of commission. Agent may pay Earnest Money into a court of competent jurisdiction, or retain Earnest Money until directed to distribute the same by a court of competent jurisdiction.
- (B) If Buyer(s) fail to purchase the property as provided in this contract: Seller(s) may exercise legal remedies including suit for specific performance or damages. Seller(s) may elect to retain Earnest Money deposit as liquidated damages for breach of contract, in this case, it is agreed that Agent may retain from such Earnest Money deposit an amount not greater than his total commission of the sale had been consummated and the residue, if any, will be paid to Seller(s).
- (C) Buyer(s) and Seller(s) further agree that in the event of default by either that results in litigation, that the non-defaulting party may recover reasonable attorney fees and any other court costs, in addition to other damages provided for herein.
- 12) **CONDITION OF PROPERTY:** The property will be sold by the Seller to the Buyer on an "AS-IS, WHERE-IS and WITH ALL FAULTS" basis. Buyer accepts all faults and defects of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that the Seller and the Agents have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or concerning to or with respect to: (i) the value, nature, quality or condition of the property, including without limitation: lease or rent information; noise disturbances; waste and/or septic disposal systems; marked or unmarked cemeteries/burial grounds; soil results for septic disposal systems; city or well water, either availability, connectivity or purity of; timber; soil; earth; rock; caverns; sinkholes; wood destroying organisms or infestations; geology; utilities either availability or connectivity; acreage of parcel; square footage or condition of structure; any improvements; all photographs; age; any measurements; and working or non-working components; (ii) the income to be derived from the property; (iii) the suitability of the property for any and all activities and uses which buyer may conduct from there; (iv) the compliance of by the property or its operation with any laws, rules, ordinances, or regulations of any governmental authority or body; (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the property; (vi) the manner or quality of the construction or materials, if any, incorporated into the property; (vii) the manner, quality, state of repair of the property; (viii) the existence of any view from the property or that any existing view will not be obstructed in the future; or (ix) any other matter with respect to the property, and specifically, without limitation, that seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, pollution or land use laws, rules, orders or requirements; including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 c.f.r., part 261), or the disposal or existence of any type or kind of hazardous substance in or on the property, such as mold/fungus, radon, lead, asbestos, landfills, aldehydes/chemicals, pesticides, by-products of methamphetamines, or storage of any type of hazardous waste or substances AND as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and regulations thereunder.
- 13) ALL ONLINE BIDDING: will have the same Terms & Conditions as live auctions, unless otherwise specified.
- 14) **FAIR HOUSING:** All parties understand that the federal Fair Housing Act of 1989 prohibits the discrimination of housing based on race, color, national origin, religion, sex, familial status, and disability and the Agents will not discriminate against anyone for any reason.
- 15) **TIME IS OF THE ESSENCE:** Time is of the essence in this contract.
- 16) **RESPONSIBILITY TO COOPERATE:** Buyer and seller agree to immediately take actions if needed to correct any clerical errors or pay any amounts due; by reason of mistake, clerical errors, omissions, or the result of erroneous information.
- 17) **WIRE FRAUD WARNING:** Never trust bank wiring instructions sent via email. Always independently confirm instructions in person or via a telephone call to a trusted and verified telephone number. Never wire money without double-checking that the wiring instructions are correct.

All parties hereto bind themselves, their heirs, executors, or administrators to the faithful Performance of this agreement and affix their signatures the day and date first above written.

AGENT: POWELL AUCTION & REALTY, LLC	BUYER:	
SELLER:	PHONE:	
SELLER:	EMAIL:	

Phone: 865-938-3403 | Fax: 865-947-5668

## www.powellauction.com TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

SELLER: THE ESTATE OF STANLEY THURMAN

ADDRESS: 516 & 530 RUTLEDGE PIKE - BLAINE, TN 37709

CURRENT GRAINGER COUNTY PARCEL/TAX ID: 098 027.00

LOTS 1 & 2 AS SHOWN ON SURVEY DRAWING NO. 25-084 DATED 4/24/2025 COMPLETED BY

GARRETT & ASSOCIATES - EDDY R. GARRETT, RLS #1544

PROPERTY INSPECTION: We recommend that you preview the property. The property is being sold "AS-IS, WHERE-IS and WITH ALL FAULTS", without any warranties expressed, implied, or guarantees of any kind or accuracy to information. All information concerning the auction sale was derived from sources believed to be correct, but not guaranteed. Buyer shall rely on his/her own information, judgment and inspection of the property and records. Agent or Seller makes no warranty as to square footage, acreage or age. All announcements made at the auction take precedence over all other advertising and/or any type and/or kind of material. Title to be conveyed subject to all prior restrictions, easements, conditions, encumbrances, condemnation, right-of-ways, joint permanent easements, covenants or restrictions of record, zoning ordinances or laws of any governmental authority, status of mineral rights, status of oil and gas rights, any type of leases or assignments, taxes of any type, properties located in FEMA Flood Zones, and other matters recorded or unrecorded, known or unknown. Mobile Homes are sold WITHOUT TITLE. By bidding, the Buyer is agreeing that they have had the opportunity to inspect the property prior to bidding and have inspected the property and all appurtenances thereto and are agreeing that they will sign the sales contract and other required documents within 12 hours of being provided said documents for signing.

<u>TERMS</u>: The successful high bidder on this property will be required to sign the Specific Performance Real Estate Contract immediately upon conclusion of the bidding and will make an Earnest Money deposit of Ten Percent (10%) of the total sales price. A Ten Percent (10%) Buyer's Premium will be added to the high bid to establish the total sales price. The balance is to be paid in full at the closing. The contract will NOT be contingent upon financing. If property is residential and applicable, Tennessee Residential Property Exemption and Lead-Based Paint Disclosure Waiver will be a part of the sales contract. Buyer is purchasing with any remaining personal property conveying with the property to the Buyer.

The Buyer(s) to pay a survey origination fee in the amount of \$750.00 per tract purchased at the time of closing.

**TENANTS:** The buyer understands and acknowledges that **IF** properties are occupied by tenants/previous owner, they are buying the property with the tenants/previous owner **in possession** and purchases the property subject to the rights of tenants/previous owner in possession, and all applicable rules and regulations relating thereto. Seller and Auctioneer make no representations or warranties regarding the same or on rent or rental income.

**TAXES:** Current taxes will be prorated as of the date of closing.

**CONDUCT OF THE AUCTION:** Conduct of the auction and increments of bidding are at the discretion of the Auctioneer. The Auctioneer's decision is final in the event of a dispute over any matter. The Auctioneer reserves the right to accept bids in any increments he deems to be in the best interest of his client, and reserves the right to waive any previously announced requirements. Bid rigging and bid suppression schemes are violations of the Sherman Antitrust Act and are deemed illegal and punishable as a federal felony.

<u>CLOSING:</u> Deed closing will take place within specified amount of time, from the day of the auction. Buyer will be advised as to the day and location of closing. Customary title closing cost will be split between the Buyer and Seller. Seller will pay for deed preparation. Title opinion, title insurance, transfer taxes and recording fees are a Buyer's expense.

EXCLUSIVE CLOSING AGENT: M & M Title – Jane Holt 865-457-5675 – jane.holt@mmtitleco.com 125 N Main Street, Clinton, TN 37716

**POSSESSION:** Possession of the property will be delivered upon closing.

<u>AGENCY DISCLOSURE:</u> Powell Auction & Realty LLC, a Tennessee Real Estate and Auction Company, and its auctioneer(s) and employee(s) are representing the Seller(s) as the Seller(s)' Agent(s).

THESE TERMS AND CONDITIONS ARE A PART OF THE CONTRACT OF SALE AND SHALL STAND AS SUCH UNTIL THE DELIVERY AND ACCEPTANCE OF THE DEED. **SIGNED THIS** 24<sup>TH</sup> **DAY OF** SEPTEMBER, 2025:

AUCTIONEER	BUYER
SELLER	BUYER
SELLER_	

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#### **CONFIRMATION OF AGENCY STATUS**

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

7 The real estate transaction involving the property located at: 8 516 Rutledge Pike Blaine,

9 PROPERTY ADDRESS SELLER NAME: The Estate of 10 Stanley Thurman **BUYER NAME:** LICENSEE NAME: Kenny Phillips | LICENSEE NAME: 11 Phillip Hopper 12 in this consumer's current or prospective transaction is in this consumer's current or prospective transaction 13 serving as: is serving as: 14 Transaction Broker or Facilitator. Transaction Broker or Facilitator. (not an agent for either party). 15 (not an agent for either party). 16 Seller is Unrepresented. **Buyer** is Unrepresented. 17 X Agent for the Seller. Agent for the Buver. 18 **Designated Agent for the Seller. Designated Agent for the Buyer.** 19 Disclosed Dual Agent (for both parties), Disclosed Dual Agent (for both parties), 20 with the consent of both the Buyer and the Seller with the consent of both the Buyer and the Seller 21 in this transaction. in this transaction.

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

#### BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

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

Lawrence Hodge, Personal Repress	dotloop verified extative 04/12/25 11:04 AM EDT NUXN-VMEY-LQKN-CSK2		
Callar Cianatura	dotloop verified	Buyer Signature	Date
Gregory Corum, Personal Represen	tative 04/14/25 9:38 AM EDT DDVA-4HBO-6DIU-GVW3		
Callar Cianatura	¬a:	Buyer Signature	Date
Kenny Phillips	dotloop verified 04/14/25 10:03 AM EDT VCJW-7M3Z-0Y9F-KFPR	zujer zigimune	2
Phillip Hopper	dotloop verified 04/14/25 10:05 AM EDT LGE8-MGVQ-JWPJ-BJU0	Selling Licensee	Date
Powell Auc	tion & Realty		
Listing Company		Selling Company	

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

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Version 01/01/2025

37709



## TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

Property Address: 516 Rutledge Pike Blaine, TN 37709

Seller: The Estate of Stanley Thurman

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

- 8 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to the best of the seller's knowledge as of the Disclosure date.
- 10 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have occurred since the time of the initial Disclosure, or certify that there are no changes.
- 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other 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).
- 16 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless agreed to in the purchase contract.
- 19 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which had no effect on the physical structure of the property.
  - 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form (See Tenn. Code Ann. § 66-5-202).
    - 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
  - 11. Buyers are advised to include home, wood infestation, well, water sources, septic 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.
- 32 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.
- 34 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).
- 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.
- 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.
- 16. 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

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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 Disclosure, a Tennessee Residential Property Condition Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The 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.

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

The undersigned Seller of the property described as <u>516 Rutledge Pike</u> <u>Blaine</u>, <u>TN</u> <u>37709</u> does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

- This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.
- ☐ This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- ☐ This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- ☐ This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity of one (1) or more of the transferors.
- This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- ☐ This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- This is a transfer of any property sold at public auction.
- This is a transfer of any property where the owner has not resided on the property at any time within three (3) years prior to the date of transfer.
- This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu of foreclosure or by a quitclaim deed.

Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever been moved from an existing foundation to another foundation, whether the Sellers have knowledge 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 and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

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**BUYER** 

Date

REALTORS

98	AR	RE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:	YES	NO	UNKNOWN
99	1.	Is there an exterior injection well anywhere on the property?			X
100	2.	Is seller aware of any percolation tests or soil absorption rates being			×
101		performed on the property that are determined or accepted by			
102		the Tennessee Department of Environment and Conservation?			
103		If yes, results of test(s) and/or rate(s) are attached.			
104	3.	Has any residence on this property ever been moved from its original			x
105		foundation to another foundation?			
106	4.	Is this property in a Planned Unit Development? Planned Unit Development		X	
107		is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land	,		
108		controlled by one (1) or more landowners, to be developed under unified contro	1		
109		or unified plan of development for a number of dwelling units, commercial	,		
110		educational, recreational or industrial uses, or any combination of the	e		
111		foregoing, the plan for which does not correspond in lot size, bulk or type o	f		
112		use, density, lot coverage, open space, or other restrictions to the existing land	1		
113		use regulations." Unknown is not a permissible answer under the statute.			
114	5.	Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.			×
115		Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution o	f		
116		limestone or dolostone strata resulting from groundwater erosion, causing a	ı		
117		surface subsidence of soil, sediment, or rock and is indicated through the	e		
118		contour lines on the property's recorded plat map."			
119	6.	Was a permit for a subsurface sewage disposal system for the Property issued		M	
120		during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If			
121		yes, Buyer may have a future obligation to connect to the public sewer system			
122	Bu	yer is advised that no representation or warranties, express or implied, as	to the	conditio	on of the property and its
123		provements, are being offered by Seller except in the case where transfer involve			
124		ers a written warranty and those required by Seller pursuant to Tenn. Code Ann			
125		Buyer should make or have made on the Buyer's behalf a thorough and diligen			
			-		
126		he property being purchased is a condominium, the transferee/buyer is hereb			
127		itled, upon request, to receive certain information regarding the administration			num from the developer or
128		condominium association, as applicable, pursuant to Tennessee Code Annotate	a § 66-2	27-502.	
129	7	Che norty/iec) helow have cianed and advantaled receipt of a convidence dottop verified  Oddoop verified			
130	a	Zano dende rivalge, i essonado representante EDI esta esta esta esta esta esta esta esta	al Repres	entative (	dotloop verified 04/14/25 9:38 AM EDT DAXS-6WWI-ABYQ-NNIB
131	Ļ	EKQX-X8ZF-JR6N-X1UF SELLER			,
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132	Ī	ato'clock \( \pi \) am/ \( \pi \) pm	at	o	o'clock □ am/ □ pm

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**BUYER** 

Date

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o'clock □ am/ □ pm

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



#### LEAD-BASED PAINT DISCLOSURE

- Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint 1
- 2 Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller
- 3 accepts a purchase offer, otherwise the Buyer may not be obligated under any agreement to purchase such housing.

#### 4 **Lead Warning Statement**

- 5 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is
- notified that such property may present exposure to lead from lead-based paint that may place young children at risk of 6
- 7 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
- learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also 8 poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide 9
- 10 the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's
- possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible
- 11
- lead-based paint hazards is recommended prior to purchase. 12
- Property Address: 516 Rutledge Pike 13 Blaine, TN 37709
- 14 Seller Disclosure

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- 15 Seller to check one box below:
- 16 (a) Presence of lead-based paint and/or lead-based paint hazards
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known: 17
- 18
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 20 Seller to check one box below:
- (b) Records and reports available to Seller. 21
- 22 ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or leadbased paint hazards in the housing. List documents below: 23
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### **Buyer Acknowledgment** 26

- 27 (c) Buyer has (check one box below):
  - □ received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.
  - **x** not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.
- (initial) Buyer has received the pamphlet Protect Your Family from Lead in Your Home. 32
- 33 Contingency
- 34 Buyer to check one box below:
- Agreement is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the 35
- presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This 36
- contingency shall be satisfied within 10 calendar days after the Binding Agreement Date. 37
- 38 Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or 39 lead-based paint hazards.

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TRANSACTIONS

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ent

■ Seller's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

□ Buyer's Agent has informed Seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her 44 45 responsibility to ensure compliance

#### 46 **Certification of Accuracy**

- 47 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that 48 the information they have provided is true and accurate and they have received a copy hereof.
- 49 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only 50 as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

SELLER		dotloop verified 04/12/25 11:04 AM EDT V4CU-SHBG-YZPM-5V4Y	SELLER		FZM9-D42R-WFUX-0G0Z
SELLER		• • • • • • •			• • • • • • • • • • • • • • • • • • • •
Date	at	o'clock \( \pi \) am/ \( \pi \) pm	Date	at	o'clock $\square$ am/ $\square$ pn
	\ 1 1 1	·			
The party(les	) below have s	igned and acknowledge receip	ot of a copy.		
BUYER			BUYER		
	at	o'clock □ am/ □ pm		at	o'clock $\square$ am/ $\square$ pn
Date			Date		
The party(ies	) below have s	igned and acknowledge receip	ot of a copy.		
Kenny Phi	:llibs	dotloop verified 04/14/25 10:03 AM EDT XSA5-ENVP-FOLL-RAFN	llip Hopper	C	lotloop verified 04/14/25 10:05 AM EDT
	•	XSA5-ENVP-FOLL-RAFN LEE FOR SELLER	sup riopper	F	RKTP-IVXH-QKCD-JNEX
KEAL ESTA					
Date	at	o'clock \( \pi \) am/ \( \pi \) pm			
Date					
The party(ies	) below have s	igned and acknowledge receip	ot of a copy.		
REAL ESTA	TE LICENSI	EE FOR BUYER			
	at	o'clock □ am/ □ pm			
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## SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

1.,	egarding: _	516	Rutledg	e Pike					laine,		TN	37709
							Y ADDRES	SS				
Tl	he owner o	of this	residential	property	discloses t	he follow	ing:					
	(number	of) be		copy of the				or this property, appropriate gov				
								n permit issued informed that	for this p	property fr	om the	
	OR		le could no		ed.	rts,						
	_						mber of bed	rooms for whic	h this pro	perty has	been p	ermitted.
	with cour on t	n the T nty off the sys	Cennessee I ice regulation tem as well	Departmening septic septic seption as any vices	t of Enviror ystems. The olations imp	nment and is file may bosed by	d Conserva y contain in: the state. I	nd/or concern t tion, Groundwa formation conce Buyers are enco	iter Protection Protection in	ction division that obtain the	sion loo that ha is info	cated in the sbeen don mation an
th	he following hey have pro	ineers ng part ovided	and are not ies have rev is true and	experts wiviewed the accurate a	ho can prov	ride an int on above a ledge rece	erpretation and certify, eipt of a cop	ntents of the fi of the contents to the best of ty:	of the off	ficial file.		
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the	The party(  Date  The party(  Lawrence He	ineers ag part ovided ies) be	and are not ies have reristrue and low have si	gned and a great a	ho can prove informatic and acknowledge lock am/	ride an inton above a ledge receipt  pe receipt  pm	erpretation and certify, eipt of a copy.  BUYER  Date  of a copy.  Gregory Co.	of the contents to the best of ty:at	of the off	o'clock   dottoop verifie 04/14/25 9:38	at the :	pm

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# TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF GROUND WATER PROTECTION

Revoll6

## DIVISION OF GROUND WATER PROTECTION DEDATE FOR CONCEDUCTION OF SUBSUBEACE SEWACE DISPOSAL SYSTEM

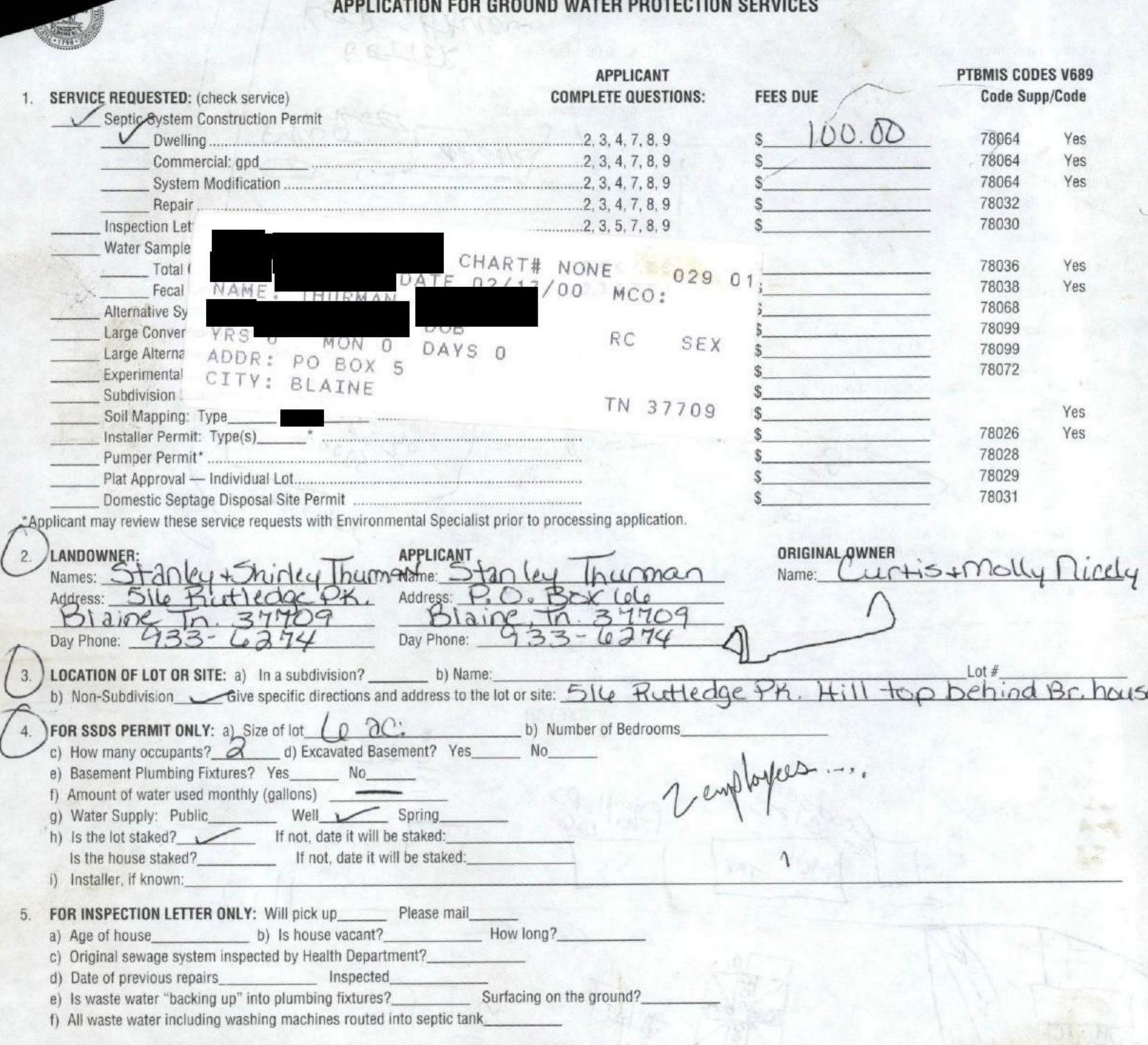
Installation:  (X 1. New Installation ( ) 2. Repair to Existing System  Establishment: ( X 1. Residential: # Bedrooms  (X) 2. Other:  Gal/Day  Gal/Day  Structey  Owner, Developer, Contractor, Installer, Etc. Plaine  Plaine  Plaine  Owner, Developer, Contractor, Installer, Etc. Plaine  Plaine  Installation:  ( X 1. New Installation ( ) 2. Repair to Existing System  Establishment: ( X 1. Residential: # Bedrooms  Specify)  Gal/Day	Evaluation Based Upon:  ( ) 1. Soil typing by Soil Scientist
This system shall consist of a two compartment septic tank holding gallons, with linear feet in trenches, wide and 24-30 inches deep. (Depth of gravel: 12 inches)  All installers of subsurface sewage disposal systems must hold a valid annual The recipient of this permit agrees to construct or have constructed the	al license from the Tennessee Department of Environment and Conservation.  the above described system in accordance with T.C.A. 68-221-401 et. seq. and The Regulations To Govern Subsurface
Department of Environment and Conservation. Any cutting, filling of and void.  Issued at	This permit is valid for 3 years from date of issue.
Notes JOR INSP. CALL 828-5247 BETWEEN 8-845 AM. 1KEEP FIEDLINES AT	
DRAINWAYS  * IF LDGP WIST  * BACKFUL WITH GRAVEZ,  USE A 24" BUCKET	
I Cover with Straw or paper INSTALL ON CONTOUR,	Garage
KEEP OUT OF FILL' MATERIAL	1 FRONT
	X Crossover  ++SIP Field Line Solid Line

This is a permit to construct and is not intended to imply approval of any work proposed or completed on this lot.



dotloop signature verification: dtlp.us/T2WT-fWud-

# TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION APPLICATION FOR GROUND WATER PROTECTION SERVICES



b) Is there an outside faucet? \_\_\_\_\_ c) Is the source chlorinated?\_\_\_\_\_
d) For Wells: Is the casing 6" above the ground? \_\_\_\_\_ Is a sanitary seal on the casing?\_\_\_\_

7. MAKE A ROUGH SKETCH ON BACK OF THIS WHITE PAGE SHOWING DIRECTIONS TO PROPERTY, PROPERTY LINES, HOUSE SITE, WELL LOCATION, SPRING LOCATION, PLANNED DRIVEWAY AND UTILITIES.

ALL FEES DUE IN ADVANCE AND ARE NON-REFUNDABLE (except upon appeal). See Fee Schedule on reverse. Make check payable to: TREASURER, STATE OF TENNESSEE

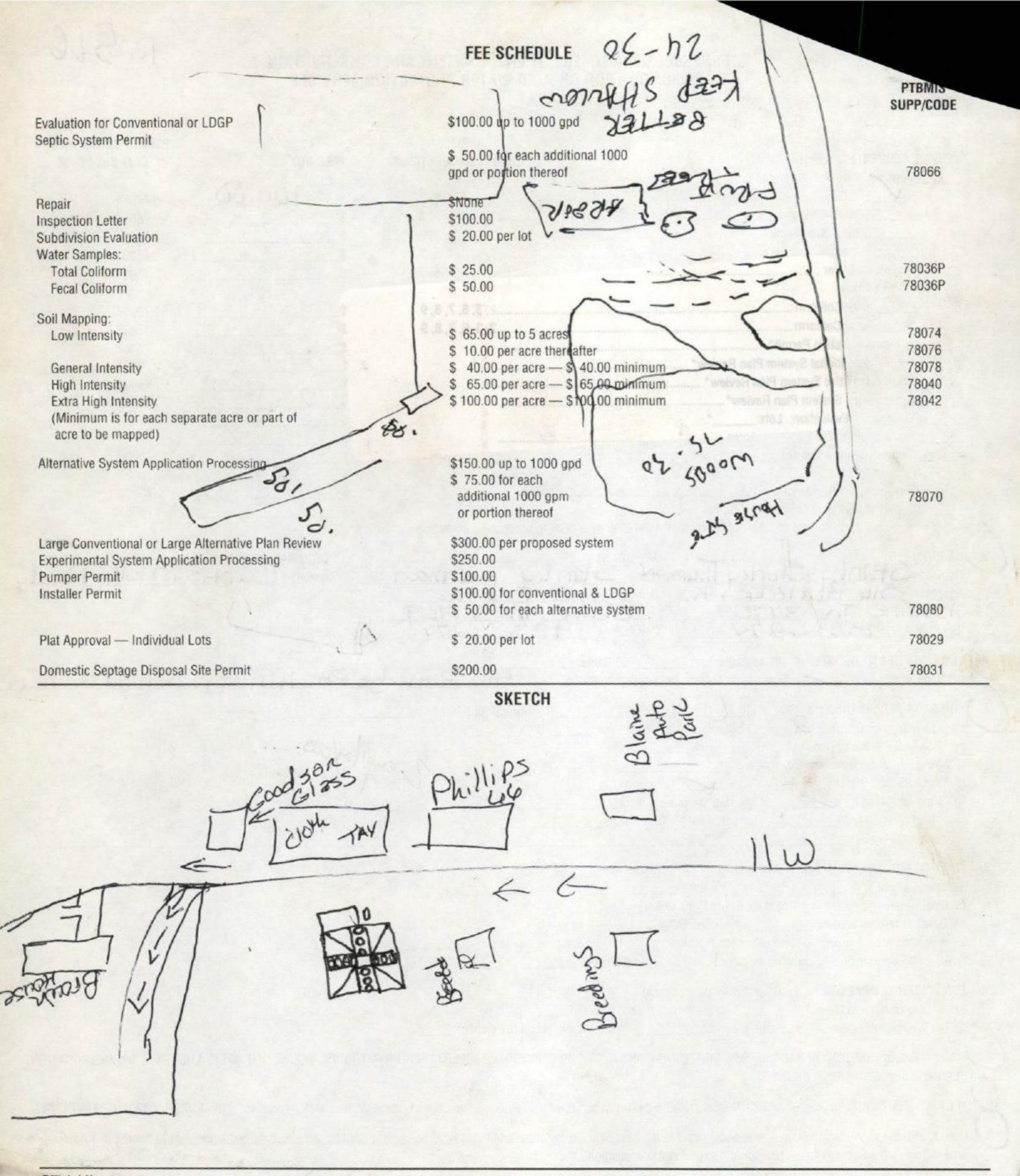
I certify that the above information is true and correct to the best of my knowledge, and that I have been authorized by the above named landowner to submit this Application for Environmental Services to the Division of Ground Water Protection.

Canary: Owner

DATE: A 17-00 SIGNATURE: X

FOR WATER SAMPLE ONLY: a) Source of Supply: Spring \_\_\_\_\_ Well\_

Shurwall AMOUNT PA



Official Use:

dotloop signature verification:

File Search

Absorption Rate

Percolation Rate

At Depth At Depth\_

Other Requirements

DIVISION OF GROUND WATER PROTECTION ENVIRONMENT AND CONSERVATION CERTIFICATE OF COMPLETION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM Type of system Owner, Developed Contractor, Installer Etc. ( ) 1. Conventional 2. Low Pressure Pipe 3. Mound
4. Lagoon
5. Large Diameter Gravelless Pipe
(a) Sand backfill required Yes ( ) No (a) ( ) 3. Mound Location ( ) 6. Other\_ Septic Tank (volume) (minutes per inch) Estimated Absorption Rate\_ (New Installation Installed by: \_\_ 3 Wage Rees: KONOXVILLE 5-4-2001 Construction Approved By: \_ (Name and Title)

Copy-Owner

Original-File

RDA 2403

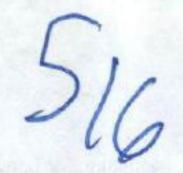
dotloop signature verification: dtlp.us/T2WT-fWt

CN-0872 (Rev. 4-93)

## TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF GROUND WATER PROTECTION PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM Evaluation Based Upon: Type of System: 1. Soil typing by Soil Scientist 1. Conventional Owner, Developer, Contractor, Installer, Exc ) a. General 2. Low Pressure Pipe ) b. High Intensity Location: ) 3. Mound ) c. Extra High Intensity ) 4. Lagoon 5. Large Diameter Graveless Pipe 12. Soil Percolation Test ( ) a. Sand backfill required 3. Environmental Specialist Installation: Estimated Absorption Rate: ( ) 6. Other 1. New Installation Approval based upon: ) 2. Repair to Existing System Statute No. T.C.A. 68-221-403 Establishment: ) (c) Percolation test ) (i) 9" buffer required (24"-36" total soil depth) Residential: # Bedrooms ( ) (k) Grandfather clause - meets June 30, 1990 standards (repair ) (d) Grandfather clause. Current standards ) 2. Other: except those specified only) (specify) ( ) (f) 12" (karst) and 6" (non-karst) buffer Other required Gal/Day Also required: ) 1. Soil Improvement Practice (SIP) This system shall consist of a two compartment servic tank holding ) 2. Flow Diversion Valve gallons, with Unear feet in 25 trenches, 36 ) 3. Sewage Pump ) 4. Other: \_\_ wide and 29-30nches deep. (Depth of gravel: 17 All installers of subsurface sewage disposal systems must hold a valid annual license from the Tennessee Department of Environment and Conservation. The recipient of this permit agrees to construct or have constructed the above described system in accordance with T.C.A. 68-221-401 et. seq. and The Regulations To Govern Subsurface Sewage Disposal Systems. If any part of the system is covered before being inspected and approved, it shall be uncovered by the recipient of the permit at the direction of personnel of the Department of Environment and Conservation. Any cutting, filling or alterations of the soil conditions on the aforementioned property after this day may render this approval null and void. (Signature of Recipient) County Issued at (Date of Issue) (Name and Title) This permit is valid for 3 years from date of issue. INSP. Notes DETWEEN X Crossover \* - SIP - - - Field Line Solid Line This is a permit to construct and is not intended to imply approval of any work proposed or completed on this lot. CN-0762 (Rev. 12/93) Original-File Copy-Owner **RDA 2403**

dotloop signature verification: dtlp.us/T2W

# TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION APPLICATION FOR GROUND WATER PROTECTION SERVICES

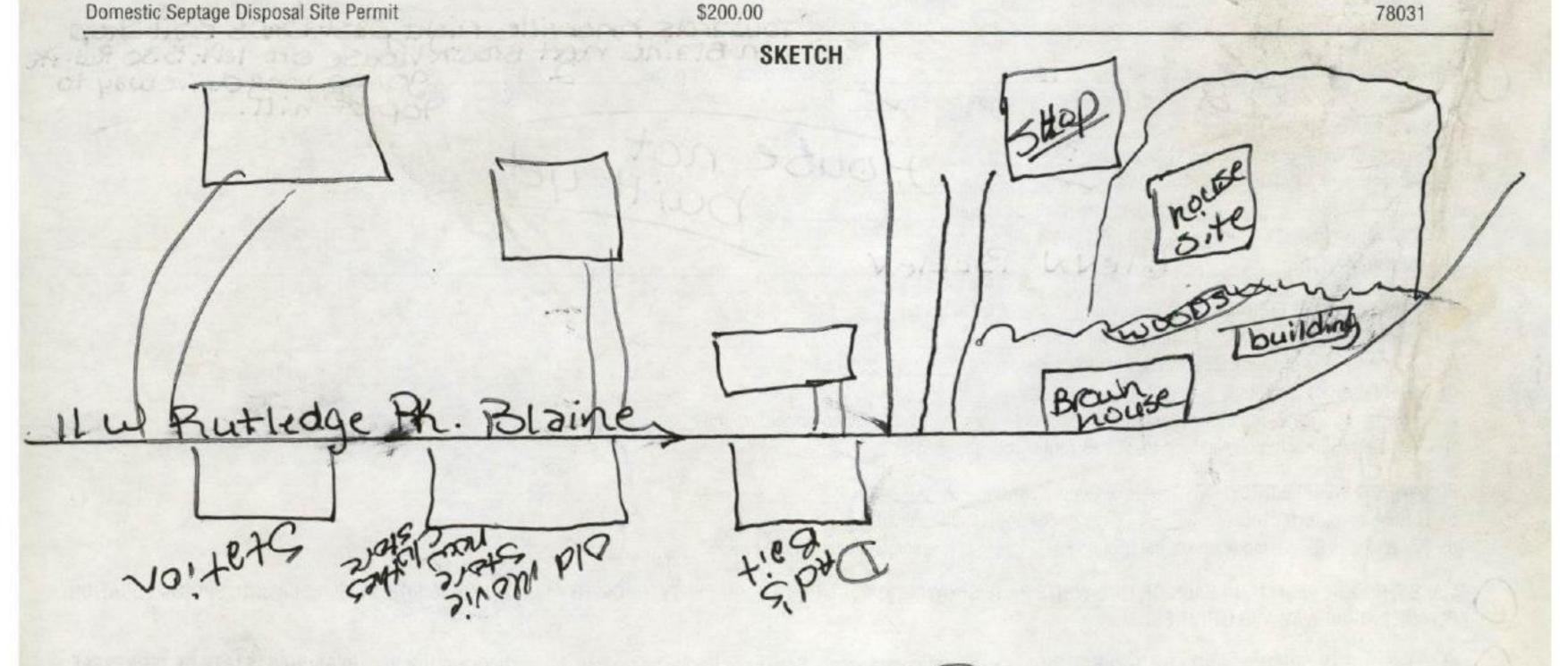


SERVICE REQUESTED: (check service)  Septic System Construction Permit	APPLICANT COMPLETE QUESTIONS:	FEES DUE	PTBMIS COD Code Sup	
	0.24700	do aal	70004	V
Dwelling		\$ 100.00	78064	Yes
Commercial: gpd	2, 3, 4, 7, 8, 9	\$	78064	Yes
System Modification	2, 3, 4, 7, 8, 9	\$	78064	Yes
Repair	2, 3, 4, 7, 8, 9	\$	78032	
	2, 3, 5, 7, 8, 9	9	78030	
Water Sample	226700		70000	V
Total Coliform	2, 3, 6, 7, 8, 9	2	78036	Yes
Fecal Coliform	2, 3, 6, 7, 8, 9	\$	78038	Yes
Large Conventional System Plan Review	******************************	5	78068	
Large Conventional System Plan Radiaw	000 01	5	78099	
	029 01	3	78099	
DATE 07/19/	00 MCO:	5	78072	
NAME: THURMAN.		\$	And the second second	
DOB	RC SEX	S		Yes
VRS 0 MON 0 DAYS 0		\$	78026	Yes
		\$	78028	
ADDR: PO BOX 5	TN 37709	\$	78029	
CITY: BLAINE	TN 3//09	\$	78031	
plica				
Names: 5+anley-Shirley Thurmanamene Address; P.O. Box 5 Address; P.O. Box 5 Address; P.O. Box 5		ORIGINAL OWNER Name:	Name of the state	1100
FOR SSDS PERMIT ONLY: a) Size of lot	b) Number of Bedrooms  Yes No  House not  aked:  aked:	get Brown house	on left.	530 1
a) Age of house b) Is house vacant? c) Original sewage system inspected by Health Department?_ d) Date of previous repairs Inspected e) Is waste water "backing up" into plumbing fixtures? f) All waste water including washing machines routed into sep	How long?  Surfacing on the ground?			
FOR WATER SAMPLE ONLY: a) Source of Supply: Spring_ b) Is there an outside faucet? c) Is the source of Supply: Spring_ d) For Wells: Is the casing 6" above the ground?	chlorinated?			
MAKE A ROUGH SKETCH ON BACK OF THIS WHITE PAGE SH PLANNED DRIVEWAY AND UTILITIES.	HOWING DIRECTIONS TO PROPERTY, PROPER	TY LINES, HOUSE SITE, WELL	LOCATION, SPRIN	IG LOCA
ALL FEES DUE IN ADVANCE AND ARE NON-REFUNDABLE (ex				
I certify that the above information is true and correct to the b for Environmental Services to the Division of Ground Water Pr	est of my knowledge, and that I have been authorities of the section.	orized by the above named lando	owner to submit th	is Applic
DATE: 7-1900 SIGNATURE: Skelley Il	urman AMOUNT PAID: \$ 1	20.00 RECEIPT NUM	BER_ 144	6

dotloop signature verification:

### **FEE SCHEDULE**

Evaluation for Conventional or LDGP \$100.00 up to 1000 gpd Septic System Permit \$ 50.00 for each additional 1000 gpd or portion thereof 78066 \$None Repair \$100.00 Inspection Letter \$ 20.00 per lot Subdivision Evaluation Water Samples: \$ 25.00 78036P **Total Coliform** \$ 50.00 78036P Fecal Coliform Soil Mapping: \$ 65.00 up to 5 acres 78074 Low Intensity \$ 10.00 per acre thereafter 78076 \$ 40.00 per acre — \$ 40.00 minimum 78078 General Intensity \$ 65.00 per acre — \$ 65.00 minimum High Intensity 78040 Extra High Intensity \$ 100.00 per acre - \$100.00 minimum 78042 (Minimum is for each separate acre or part of acre to be mapped) Alternative System Application Processing \$150.00 up to 1000 gpd \$ 75.00 for each additional 1000 gpm 78070 or portion thereof \$300.00 per proposed system Large Conventional or Large Alternative Plan Review **Experimental System Application Processing** \$250.00 \$100.00 **Pumper Permit** Installer Permit \$100.00 for conventional & LDGP \$ 50.00 for each alternative system 78080 Plat Approval — Individual Lots \$ 20.00 per lot 78029



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File Search

Absorption Rate

Percolation Rate

Rate \_\_\_\_\_ At Depth

Other Requirements