729 Pleasant Ridge Road | Knoxville, TN 3792 Phone: 865-938-3403 | Fax: 865-947-5668

SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

This CONTRACT made and entered into this <u>25th</u> day of <u>September</u> , <u>2025</u> by and between <u>The Estate of Ronnie Jones of Walland</u> , State of <u>TN</u> hereinafter called "Seller(s)", and State of the entered into this <u>25th</u> day of <u>State of the entered into this 25th</u> day of <u>State of the entered into this 25th</u> day of <u>State of the entered into this 25th</u> day of <u>State of the entered into this 25th</u> day of <u>September</u> , <u>2025</u> by and between
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 <u>Blount</u> County, <u>Tennessee</u> , and being further described real property as follows: <u>Old Walland Highway, Walland, TN 37786</u> Portion of Current Parcel/Tax ID: 072G C 019.00 – Lot(s) as shown on survey drawing 8287-FS dated 5/12/2025 completed by Sterling Engineering, Inc. – Christopher M. Rosser, RLS #1929
1) <u>EARNEST MONEY:</u> Buyer(s) immediately upon conclusion of the bidding will deposit with POWELL AUCTION & REALTY, LLC, of Knoxville, Tennessee, hereinafter called "Agent", the sum of <u>\$</u> , 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 \$ plus the Buyer(s), PAID IN US DOLLARS. In addition, the Buyer(s) to pay a survey origination fee in the amount of \$3,000.00 per tract purchased at the time of closing. Property sold "AS- IS, WHERE-IS WITH ALL FAULTS", without any warranties expressed, implied, as to condition or title. Sale is NOT contingent 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) POSSESSION: Possession of real property to be given <u>AT CLOSING.</u>
4) TITLE TRANSFER: For the above consideration, Seller (s) agrees to give a good and merchantable title by Deed, free and clear of all encumbrances except: NONE. 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) DEED : 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 27th, 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 CLOSING.
- 8) <u>BUYER(S)</u>' <u>AS-IS ACKNOWLEDGEMENT</u>: 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 1 of 2

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 RONNIE JONES

ADDRESS: 5506 & 5508 WALLAND HIGHWAY - WALLAND, TN 37886

CURRENT BLOUNT COUNTY PARCEL/TAX ID: 072G C 019.00

LOTS 46R & 47R AS SHOWN ON SURVEY DRAWING 8287-FS DATED 5/12/2025 COMPLETED

BY STERLING ENGINEERING, INC. - CHRISTOPHER M. ROSSER, RLS #1929

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.

TERMS: 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 \$3,000.00 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: Maryville Title – Raechel Condee 865-983-2180 – raechel@maryvilletitle.com 294 Gamble Avenue – Maryville, TN 37801

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** <u>25TH</u> **DAY OF** <u>SEPTEMBER</u>, <u>2025</u>:

AUCTIONEER	BUYER
SELLER	BUYER
SELLER	



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 2 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 4 and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this 5 6 transaction: The real estate transaction involving the property located at 12 BP 019.00 8 9 PROPERTY ADDRESS 10 SELLER NAME: 2 BUYER NAME: LICENSEE NAME: Kenny LICENSEE NAME: 11 in this consumer's current or prospective transaction 12 in this consumer's current or prospective transaction is 13 scrving as: is serving as: 14 Transaction Broker or Facilitator. Transaction Broker or Facilitator. (not an agent for either party). (not an agent for either party). 15 16 Seller is Unrepresented. Buyer is Unrepresented. 17 Agent for the Seller. Agent for the Buyer. Designated Agent for the Seller. 18 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. 22 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 23 property without an agency agreement) prior to execution of that listing agreement. This document also serves as 25 confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services 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 28 limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship. 30 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 of Bthics and Standards of Practice Sefler Signature Buyer Signature Date Beller Signature Date **Buyer Signature** Date 125 Selling Licensee Date

Selling Company NOTE: This form is provided by Tenuessee REALTORS® to its members for their use in real estate prawactions and it 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, avandment or edit of said form is done at your own risk. Use of the Tenuessee REALTORS® logo in conjunction with any form other than standardized form treated by Tenuessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the wost recent available form.

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1	Property Address:	5506	016	WAlland	Hwy	MAlland	TN	31886	•
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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 disclosure 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.

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- 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.
- 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. Settlers 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.
- 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.
 - 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.
- Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is not required to repair any such items.
 - 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
 - 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
 - 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.
- 40 16. Pursuant to Tem. 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.
- 43 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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RF203 - Tennessee Residential Property Condition Exemption, Page 1 of 3



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Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tann. 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. 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 5506 ald Walland Hung 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 bankruntcy, 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
- 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 Tean. 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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SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

Walland,

37886

Regarding: __5506 Old Walland Highway

1

TENNESSEE

REALTORS

PROPER	TY ADDRESS
The owner of this residential property discloses the follo	wing:
	rmit issued for this property, this property is permitted for _ ned from the appropriate governmental permitting authority
I/We have requested a copy of the subsurface sewage d appropriate governmental permitting authority. However	
The file could not be located.	
OR	
 A permit was not issued for this property. As a result. I/we do not have any knowledge as to the n 	umber of bedrooms for which this property has been permitt
county office regulating septic systems. This file m on the system as well as any violations imposed by if of concern to them, to have a soil engineer int	
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LEAD-BASED PAINT DISCLOSURE

Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint 1 Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any agreement to purchase such housing. 3 4 **Lead Warning Statement** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 5 6 notified that such property may present exposure to lead from lead-based paint that may place young children at risk of 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 the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's 10 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 Huy WALLAND To 31886 AllANd 13 Property Address: 5 Seller Disclosure 14 15 Seller to check one box below: (a) Presence of lead-based paint and/or lead-based paint hazards 16 17 □ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known: 18 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 19 20 Seller to check one box below: 21 (b) Records and reports available to Seller. 22 □ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-23 based paint hazards in the housing. List documents below: 24 25 A Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 26 Buyer Acknowledgment 27 (c) Buyer has (check one box below): 28 received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the 29 housing listed above. 30 not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing. 31 32 (initial) Buyer has received the pamphlet Protect Your Family from Lead in Your Home. (d) _ Contingency 33 34 Buyer to check one box below: 35 Agreement is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the 36 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This 37 contingency shall be satisfied within 10 calendar days after the Binding Agreement Date, 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.



REALTORS

40 41	Licensee Acknowledgment Seller's Agent has informed Seller of the seller's	s obligations under 42 U.S	S.C. 4852d and is aware of his/her
42	responsibility to ensure compliance.		
43 44	D Buyer's Agent has informed Seller of the seller	s obligations under 42 U.S	S.C. 4852d and is aware of his/her
45	responsibility to ensure compliance	and the second second second second	
46	Certification of Accuracy		
47	The Sellers, Buyers, and Licensees have reviewed the inf	formation above and certify,	, to the best of their knowledge, that
48	the information they have provided is true and accurate a		
49	The parties agree that the Licensees' signatures on this do	cument are for certification	and acknowledgment purposes only
50	as required and do not make either said Licensee a party	to the Purchase and Sale Ag	greement.
	The party(ies) below have signed and acknowledge receip	4 of a contract	and the second s
51	The party(les) below have signed and acknowledge receip	icor a copy.	
52	Wa-t-		<u> </u>
53	V SELLER	SELLER	
54	415 25 at 2:04 o'clock = am/ serpm	at	o'clock 🗆 am/ 🗆 pm
65	Date'	Date	
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63	REAL ESTATE LICENSEE FOR SELLER		
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CONFIRMATION OF AGENCY STATUS

Every real estate licenses 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 signatury thereof. As used below, "Seller" includes sellers and landlords; "Ruyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this increased in

4 5 6 transactions The real estate transaction involving the property located at: 7 8 9 PROPERTY ADDRESS 10 SELLER NAME: 50 BUYER NAME: LICENSEE NAME: Kenth 11 LICENSEE NAME: 12 in this consumer's current or prospective transaction is in this consumer's current or prospective transaction 13 is serving as: 14 Transaction Broker or Pacificator. Transaction Broker or Facilitator (not an exent for either party). 15 not an agent for either party). Seller is Corrected. 16 Ò Buyer is Unrepresented. Agent for the Seller. 17 Agent for the Buyer. 18 Designated Agent for the Seller. Designated Agent for the Buver. Dischard Dual Agent (for both parties). 19 0 Disclosed Dual Agent (for both parties). with the consent of both the Buyer and the Seller 20 with the consent of both the Buyer and the Seller in this transaction. 21 in this transaction. This foon was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any other to 22 purchase OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a 23 24 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 25 26 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 most be filed within the applicable statute of 27 liminations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parking, 3" Figur, Nashville, TN 37232. PH: (615) 741-2273. This notice by itself, however, does not constitute as agency agreement or establish any agency relationship. 28 29 30 31 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 Realton acting as 32 Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors Code 33 34 of Biblics and Standards of Practice 36 Buyer Signature Date 37 38 Date Buyer Signature Date 39 40 Selling Licensee Date 41 42 isting Company Selling Company NOTE: This firm is provided by Temesses REALTORS'D 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 cover and coverant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree is farm, passages, and coveraint not to alter, amend, or cells said form or its coments except as where provided in the blank fields, and agree to that any such alteration, amendment or cells of said form is done at your own risk. Use of the Teiniussee REALTORSO logo in conjunction ther than standardized forms created by Teiniussee REALTORSO is strictly prohibited. This form is subject to periodic revision and it is the alky of the member to use the most recest available form.

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1	Property Address: Sciler: 55-70	5508	016	Walland	Huy	Malland	TN	31886	•
2	Sciler: 2 5-79	+2 of	Romais	Jones					

- 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 disclosure statement (the "Disclosure"), or (2) a residential property disclosure statement (permitted only where the buyer waives the required Disclosure). Some property transfers may be excernpt 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.
- 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.

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- 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.
 - 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).
 - 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 egreed 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.
- 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 m "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 Term. Code Ann. § 66-5-202).
- Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions, court orders, some finealosures and bankrupteies, 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.
 12. Any required disclosed defects must be needed and addressed in the Purchase and Sale Agreement; otherwise seller is
 - 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.
 - 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 Term. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 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.
- 40 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.
- 43 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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REALTORS RF203 — Tennessee Residential Property Condition Exemption, Page 1 of 3



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Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tena. 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. 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.

Buvers and Seliers 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."

hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Temessee 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 inusize 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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98	AI	RE YOU (SELLER) AWARE OF ANY OF THE FOLI	OWING:	YES	NO	UNKNOWN
99	1.	Is there an exterior injection well enywhere on the prope				B'
100	2.	is seller aware of any percolation tasts or soil absorption	rates being	D	0	9 /
101		performed on the property that are determined or accept				-
102		the Tennessee Department of Environment and Conserv	ation?			
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	n its criginal			2
105		foundation to another foundation?	•			•
106	4.	Is this property in a Planned Unit Development? Planne	d Unit Development			
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	d under unified control			
109		or unified plan of development for a number of dwelli	ng wits, commercial,			
110		educational, recreational or industrial uses, or any	combination of the			
111		foregoing, the plan for which does not correspond in lo	t size, bulk or type of	•		
112		use, density, lot coverage, open space, or other restriction	us to the existing land			
113		use regulations." Unknown is not a permissible answer t				1
114	5.	Is a sinkhole present on the property? A sinkhole is defi-	ned pursuant to Term.	ū	0	₹
115		Code Ann. § 66-5-212(c) as "a subtenamean void created				•
116		limestone or dolostone strata resulting from groundwar				
117		surface subsidence of soil, sediment, or rock and is i	indicated through the			
118		contour lines on the property's recorded plat map."	-		/	
119	6.	Was a permit for a subsurface sewage disposal system for	r the Property issued		6	
120		during a sewer moratorium pursuant to Tenn. Code Ann.			•	
121		yes, Buyer may have a future chiligation to connect to the	public sewer system.			
122	Řm	er is advised that no representation or warranties, exp	wess or implied so t	to the co	adition	of the avenesty and its
123	ime	novements, are being offered by Seller except in the case w	here francês involues	the first c	ale of a	iveling is which builder
124	offi	ars a written warranty and those required by Seller pursua	nt to Tenna Code Ann	RR 66.5.	717 and	66-5-213 Everhermon
125	the	Buyer should make or have made on the Buyer's behalf a	thrormob and dilicent	-c-w gg	n of the	10-3-213. Furdiciniuic,
		-	•	•		
126	If t	he property being purchased is a condominium, the term	sieree/buyer is hereby	given n	otice the	it the transferee/buyer is
127	enti	tled, upon request, to receive certain information regardin	g the administration o	f the con	dominiu	m from the developer or
128	the	condominium association, as applicable, pursuant to Tenn	essee Code Annotated	§ 66-27-	502.	
129	T	he party(ies) below have signed and acknowledge receipt	of a copy.			
120	l	•	•			ĺ
130	- ا					
131	S	ELLER	SELLER			
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SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

Walland,

37886

Regarding: 5508 Old Walland Highway

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	PROPER?	TY ADDRESS		
The owner of this residential pro	operty discloses the follow	ving:		
According to the subsurface s (number of) bedrooms. A cop is attached to this disclosure.				s property is permitted for mental permitting authority ar
 I/We have requested a copy o appropriate governmental per 				this property from the
The file could not be OR	e located.			
☐ A permit was not iss	ued for this property. any knowledge as to the nu	ımber of bedrooms	s for which th	is property has been permitted
	artment of Environment are septic systems. This file ma	nd Conservation, C ny contain informat	Groundwater tion concernit	Protection division located in ng maintenance that has been d
on the system as well as if of concern to them, to engineers and are not exp The following parties have review	to have a soil engineer into berts who can provide an invested the information above	rpret the contents terpretation of the and certify, to the	of the file.	Real estate licensees are not he official file.
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on the system as well as if of concern to them, to engineers and are not exp. The following parties have review they have provided is true and acc. The party(ies) below have signe. BUYERatDate SELLER	o have a soil engineer interests who can provide an inved the information above the arrate and acknowledge receipted and acknowledge receipted	and certify, to the eipt of a copy: BUYER Date	of the file. contents of the	Real estate licensees are not he official file. r knowledge, that the information o'clock arm

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