



# **SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT**

THIS CONTRACT made and entered into this 14<sup>th</sup> day of January, 2026 by and between  
John H. and Connie D. Sampley of Crossville, State of TN hereinafter called "Seller(s)", and  
of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter 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 Morgan County, Tennessee, and being further described real property as follows: \_\_\_\_\_, Deer Lodge, TN 37726 – Parcel/Tax ID: \_\_\_\_\_

1) **EARNEST MONEY:** 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 \$ \_\_\_\_\_ , together will be the total purchase price to be paid by the Buyer(s), PAID IN US DOLLARS. 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 AT CLOSING.

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) **CLOSING DATE:** ALL parties agree the closing date of this sale shall be on or before **February 13<sup>th</sup>, 2026**. 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) BUYER(S) 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:** \_\_\_\_\_



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

[www.powellauction.com](http://www.powellauction.com)

## TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

**SELLER:** JOHN H. AND CONNIE D. SAMPLEY

**ADDRESS:** LOTS 2, 4, 5, 6, 8, 9, 11, 12, 63 & 71 – FOUR MILE CREEK FARMS SUBDIVISION  
DEER LODGE, TN 37726 – MORGAN COUNTY

**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.

**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.

**CLOSING:** 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@mmttitleco.com](mailto:jane.holt@mmttitleco.com)  
125 N Main Street, Clinton, TN 37716

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

**AGENCY DISCLOSURE:** 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 14<sup>TH</sup> DAY OF JANUARY, 2026:**

**AUCTIONEER** \_\_\_\_\_

**BUYER** \_\_\_\_\_

**SELLER** \_\_\_\_\_

**BUYER** \_\_\_\_\_

**SELLER** \_\_\_\_\_



## WORKING WITH A REAL ESTATE PROFESSIONAL

1 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every  
2 Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

- 3 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 4 2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
- 5 3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to  
6 disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties  
7 in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect  
8 to be held in confidence, except for any information required by law to be disclosed. This duty survives both the  
9 subsequent establishment of an agency relationship and the closing of the transaction;
- 10 4. To provide services to each party to the transaction with honesty and good faith;
- 11 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might  
12 affect such transaction only when such information is available through public records and when such information is  
13 requested by a party;
- 14 6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
- 15 7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any  
16 other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of  
17 such personal interest and the timely written consent of all parties to the transaction; and  
18 B) To refrain from recommending to any party to the transaction the use of services of another individual,  
19 organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral  
20 fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without  
21 timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a  
22 referral fee may be received.

23 In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or  
24 Designated Agent in a transaction:

- 25 8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between  
26 the Licensee and Licensee's client;
- 27 9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of  
28 a transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in  
29 the transaction; and
- 30 10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the  
31 client by:
  - 32 A) Scheduling all property showings on behalf of the client;
  - 33 B) Receiving all offers and counter offers and forwarding them promptly to the client;
  - 34 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within  
35 the scope of the Licensee's expertise; and
  - 36 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase  
37 agreement for a successful closing of the transaction.

38 Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such  
39 consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for  
40 the performance of said duties.

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41      **Responsibilities of Sellers and Buyers regarding presence of Recording Devices:**

42      Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices  
43      while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related  
44      to their actions.

45      Buyer is advised of the possibility that some properties may utilize security devices that record physical movements  
46      or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition  
47      while viewing any property.

## AN EXPLANATION OF TERMS

48      **Facilitator/Transaction Broker (not an agent for either party).** The Licensee is not working as an agent for either party in  
49      this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be  
50      considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of,  
51      "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a  
52      written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time  
53      as an agency agreement is established.]

54      **Agent for the Seller.** The Licensee's company is working as an agent for the property seller and owes primary loyalty to the  
55      seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and  
56      licensee's company are legally bound to work in the best interests of any property owners whose property is shown to this  
57      prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

58      **Agent for the Buyer.** The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the  
59      buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be  
60      established without a written buyer agency agreement.

61      **Disclosed Dual Agent (for both parties).** Refers to a situation in which the Licensee has agreements to provide services as  
62      an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency  
63      status may only be employed upon full disclosure to each party and with each party's informed consent.

64      **Designated Agent for the Seller.** The individual Licensee that has been assigned by the Managing Broker and is working as  
65      an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in  
66      licensee's company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the  
67      Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An  
68      agency relationship of this type cannot, by law, be established without a written agency agreement.

69      **Designated Agent for the Buyer.** The individual Licensee that has been assigned by the Managing Broker and is working as  
70      an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even  
71      if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent  
72      for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type  
73      cannot, by law, be established without a written agency agreement.

74      **Adverse Facts.** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a  
75      negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or  
76      present a significant health risk to occupants of the property.

77      **Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes any information  
78      revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee  
79      disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship  
80      with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other  
81      party.

<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER	Date	<input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER	Date
Real Estate Licensee	Date	Real Estate Company	Date

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85      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  
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## CONFIRMATION OF AGENCY STATUS

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

7 The real estate transaction involving the property located at:

8 **Deer Lodge, TN 37726**

9 **PROPERTY ADDRESS**

10 **SELLER NAME:** John H. and Connie D. Sampley  
 11 **LICENSEE NAME:** Kenny Phillips | Phillip Hopper

12 in this consumer's current or prospective transaction is  
 13 serving as:

- 14  **Transaction Broker or Facilitator.**  
 15 (not an agent for either party).
- 16  **Seller is Unrepresented.**
- 17  **Agent for the Seller.**
- 18  **Designated Agent for the Seller.**
- 19  **Disclosed Dual Agent (for both parties),**  
 20 with the consent of both the Buyer and the Seller  
 21 in this transaction.

**BUYER NAME:** \_\_\_\_\_  
 LICENSEE NAME: \_\_\_\_\_

in this consumer's current or prospective transaction  
 is serving as:

- **Transaction Broker or Facilitator.**  
 (not an agent for either party).
- **Buyer is Unrepresented.**
- **Agent for the Buyer.**
- **Designated Agent for the Buyer.**
- **Disclosed Dual Agent (for both parties),**  
 with the consent of both the Buyer and the Seller  
 in this transaction.

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

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

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

34 

35 dotloop verified  
 12/18/25 8:20 PM CST  
 26KP-RYKD-LUQY-SNID

36 Seller Signature

Date

Buyer Signature

Date

37 Seller Signature

Date

Buyer Signature

Date

38 

39 dotloop verified  
 12/19/25 12:59 PM EST  
 CBWL-X6T2-BUWF-XYSQ

40 

41 dotloop verified  
 12/19/25 12:58 PM EST  
 JMOB-FRMP-91BM-JGR

42 **Powell Auction & Realty**

Selling Licensee

Date

Selling Company

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## DISCLAIMER NOTICE

1 The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together  
2 buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or  
3 informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all  
4 sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when  
5 making decisions about any of the following matters, including the selection of any professional to provide services  
6 on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified  
7 professional", who complies with all applicable state/local requirements, which may include licensing, insurance,  
8 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to  
9 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough  
10 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed  
11 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with  
12 whom you work. These items are examples and are provided only for your guidance and information.

13 **1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional  
14 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the  
15 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.

16 **2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the  
17 condition of the roof.

18 **3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for  
19 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,  
20 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the  
21 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home  
22 Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home  
23 Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an  
24 inspector, including whether he has complied with State and/or local licensing and registration requirements in  
25 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-  
26 plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**

27 **4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that  
28 you use the services of a licensed, professional pest control company to determine the presence of wood  
29 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any  
30 potential damage from such.

31 **5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,  
32 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-  
33 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,  
34 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable  
35 professionals and inspectors in all areas of environmental concern.

36 **6. SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained.  
37 Information is sometimes gathered from tax or real estate records on the property. Square footage provided by  
38 builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not**  
39 **guaranteed.** It is advised that you have a licensed appraiser determine actual square footage.

40 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A  
41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even  
42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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43       **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,  
44       while sometimes used to set an asking price or an offer price, is **not** an appraisal.

45       **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**  
46       **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or  
47       private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary  
48       survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,  
49       clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,  
50       plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

51       **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,  
52       covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental  
53       repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected  
54       use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before  
55       committing to a property or provide for this contingency in your Purchase and Sale Agreement.

56       **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The  
57       availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,  
58       electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified  
59       by the appropriate sources in writing (including but not limited to fire protection). You should have a  
60       professional check access and/or connection to public sewer and/or public water source and/or the condition of  
61       any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual  
62       number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained  
63       in the file for the property maintained by the appropriate governmental permitting authority. If the file for this  
64       property cannot be located or you do not understand the information contained in the file, you should seek  
65       professional advice regarding this matter. For unimproved land, septic system capability can only be  
66       determined by using the services of a professional soil scientist and verifying with the appropriate governmental  
67       authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to  
68       accommodate the size home that you wish to build.

69       **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you  
70       have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or  
71       run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding  
72       may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper  
73       governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation  
74       certificates, flood zones, and flood insurance requirements, recommendations and costs.

75       **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed  
76       condemnation proceedings or similar matters concerning any portion of the property with the State, County and  
77       city/town governments in which the property is located. Condemnation proceedings could result in all or a  
78       portion of the property being taken by the government with compensation being paid to the landowner.

79       **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently  
80       confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other  
81       school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate  
82       sources in writing.

83       **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**  
84       You should consult with local, state and federal law enforcement agencies for information or statistics regarding  
85       criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location  
86       of sex offenders in a given area.

87       **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any  
88       legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or  
89       any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**  
90       legal or tax experts, and therefore cannot advise you in these areas.

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91 **16. TITLE INSURANCE EXPENSES.** As the Buyer of real property, you have the right to obtain an Owner's  
92 Title Insurance Policy to protect your ownership. Once purchased, an Owner's Title Insurance Policy protects  
93 you for as long as you own the property (and potentially longer). There are two main types of title insurance  
94 policies available to the Buyer: (a) a Standard policy (which covers many claims affecting the land) or (b) a  
95 "Homeowner's" policy. The Homeowner's policy covers all the claims of a Standard policy – but it is also an  
96 expanded policy providing multiple additional coverages not included in the Standard policy, e.g. post policy  
97 issues such as an attempted fraudulent deed conveyance. Unlike other title protection alternatives (e.g. attorney  
98 title opinion letters) both the Standard and the Homeowner's policy are regulated products provided by  
99 insurance companies licensed under Tennessee law. It is the Buyer's responsibility to seek independent advice  
100 or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided  
101 under an American Land Title Association Standard Owner's Insurance policy and, if available, a Homeowner's  
102 Title Insurance Policy. For more information, please visit these helpful links: <https://www.alta.org/news-and-publications/> ALTA - Unregulated Title Insurance Alternatives

104 **17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any  
105 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a  
106 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers  
107 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You  
108 are advised to contact several sources and independently investigate the competency of any inspector,  
109 contractor, or other professional expert, service provider or vendor and to determine compliance with any 1  
110 licensing, registration, insurance and bonding requirements in your area.

111 **18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition  
112 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as  
113 to suitability of a property to your needs. You acknowledge that any images or other marketing materials  
114 provided by the seller or brokers involved in the transaction electronically or in print may not display the  
115 property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a  
116 property.

117 **19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media  
118 used in the marketing of the property may continue to remain in publication after Closing. You agree that  
119 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker  
120 is not in control.

121 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media  
122 representations or verbal representations of any real estate licensee relative to any of the matters itemized  
123 above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they  
124 secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice  
125 for the advice and counsel about these and similar concerns.**

126 **CLIENT/CUSTOMER**

127 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
128 **Date**

**CLIENT/CUSTOMER**

\_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm  
**Date**

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# POWELL Auction & Realty, LLC

## WIRE FRAUD WARNING

1      Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund  
2      transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/  
3      closing agency. Be on the lookout for:

- 4      • Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax  
5      numbers, texts, calls or social media messages from scammers.
- 6      • Any communication requesting information or directing you to a fake website, a criminal's email address or a  
7      criminal's bank account.

8      In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing  
9      agency.

### 12 NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

13      Initials      Initials

15      Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the  
16      instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified  
17      the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- 18      • Call the phone number you used on all your prior calls (if the number came from a personally recognized or known  
19      source), or
- 20      • Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party  
21      source, such as the entity's official website and/or public directory assistance (do not take the phone number directly  
22      from the wiring instruction form you received), or
- 23      • Make a personal visit to their office at the address you previously met with them.

24      If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in  
25      preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received  
26      by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the  
27      **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT**. Any wiring  
28      instructions sent should be sent in a secured manner. Be especially aware of any request to change any of the original  
29      wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference  
30      in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys,  
31      title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

33      If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages,  
34      faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or  
35      changes to wire transfer or financing institutions:

- 36      • **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- 37      • Then, call your agent at the phone number you used in all prior calls.

40      Buyer or Seller      Date      Buyer or Seller      Date

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