

## (BID PACKAGE)

### PRELIMINARY TERMS AND CONDITIONS OF SALE

4721 Hunters Point Pike, Lebanon TN 37087
Live On-Site Absolute Auction Event
Saturday, October 27<sup>th</sup> @ 11:00 AM
Preview at 9:00 AM Day of Auction
PRE-AUCTION OFFERS ARE WELCOME!

#### **DIRECTIONS**

From NASHVILLE, I-40 EAST, exit 238 onto US-231 NORTH towards LEBANON, the property is approximately 7 miles on the RIGHT, across the street from Carroll-Oakland Elementary School. LOOK for SIGNS!

#### **REAL PROPERTY**

Brick Home and Mobile Home located on approximately 11.08+/- Acres. The seller will convey the property by furnishing a general warranty deed, title Insurance and will be free of all liens.

#### PROPERTY INSPECTION

You are welcome to drive to the property, park, and walk around the home. Note there is a current renter in the Brick home. Please do not disturb. The renter is vacating the property before auction. Final inspection of the home will be available on the day of the sale, Saturday, October 27<sup>th</sup> @ 9:00 AM (2 Hours prior to the sale at 11:00 AM). Go to NashvilleAuctions.Com to view aerial pictures, video and other additional information about the property including a "BP - Bidders Package".

The auction company will furnish as much information about the property as possible. It is the purchaser's sole responsibility to: 1.) Perform all inspections (legal, environmental, title, economic or otherwise) of the property and improvements thereon and to be satisfied as to their condition prior to

bidding; 2.) Review all property information; 3.) Independently verify any information they deem important including information available in public records; and 4.) Inquire of public officials as to the applicability of and compliance with land use, zoning, building and health & safety codes and ordinances, and any other local, state of federal laws and regulations.

#### **PROPERTY DISCLOSURES**

All information contained in the auction brochure and all promotional materials, including, but not limited to, square footage, acreage, dimensions, map, taxes, etc. were provided by the sellers or was on record with Wilson County and is believed to be correct; however, neither the Sellers nor the Auction Company make any guarantee or warranty as to the accuracy or completeness of such information. If exact square footage is important, you should measure. Purchaser shall bear the responsibility to confirm all information relevant to the property prior to bidding. A clear termite letter will be provided to the buyer at the seller's expense.

#### **DISCLAIMER**

Personal on-site inspection of the property is recommended and bidders are advised to independently verify all information they deem important. As with all auctions in the state of Tennessee, we are selling AS IS, WHERE IS, with NO WARRANTIES EXPRESS OR IMPLIED whether oral or written with respect to the property, including, without limitation, any warranty as to its value, condition, acreage, square footage, suitability, merchantability, marketability, operability, zoning or subdivision regulations, mineral rights, water rights, environmental condition (including but not limited to lead base paint, radon gas, asbestos, or molds and mildews), or fitness for a particular use or purpose. No guarantees are given as to the availability or utilities or access, or the permitted or allowable uses on the property. At closing, this disclaimer is no different than purchasing with any other selling method.

#### **BUYERS PREMIUM**

A five-percent (5%) buyers premium calculated on the final bid price will be added to the final bid price to establish the final contract price paid by the buyer.

#### **BIDDER REGISTRATION**

Bidders must register to receive a bid number in order to place a bid on the property. The bid card is also a contract, read carefully before signing. You will be able to register on-site day of auction. Save time and call to Pre-Register for the auction at 615.590.4242. At the Auction, present your drivers license to the clerk to receive your bid card number. This number must be presented when the buyer is declared the final winning bidder.

#### **TERMS**

Immediately after the close of the auction, the declared final high bidder will be required to pay in U.S. funds, a non-refundable deposit of no less than Ten Thousand Dollars, cash, cashier check, money order or good check made payable to HALO Realty, LLC and sign an auction purchase contract and the supporting documents. The balance will be due at closing on or before Tuesday, November 20<sup>th</sup>, 2018 by 1:00 PM at Warranty Title Insurance Company. Make all financial arrangements prior to the sale. You may pay cash or get your own financing; however we are selling for cash with NO CONTINGENCIES.

#### **CLOSING COSTS**

Sellers Cost: At closing, the seller will furnish a general warranty deed, title insurance any seller's attorney's closing fees and any fees to the auctioneer. This property will be free of all back taxes and liens.

Purchasers Cost: At closing, the purchaser shall pay approximately +/- \$425.00 in closing costs plus any financing fees, if any, Tennessee State transfer tax, buyer's premium and recording costs. County Taxes for 2017 were approximately \$1,189.55 +/- and will be pro-rated at closing.

#### **BANK FINANCING**

May be available day of Auction.

You are not required to accept any Bank terms. If you decide to select the Bank terms offered, it is very important to contact the respective representative as soon as possible and discuss your particular financing needs. The lender can offer additional products that may be more attractive. The auction company does not represent the lender and does not receive any financial or other benefit. You can select your own financing company or accept the Bank terms,

however the auction is selling for cash with no financing or any other contingencies.

#### CLOSING

Closing is scheduled on or before Tuesday, November 20<sup>th</sup>, 2018 by 1:00 PM at Warranty Title Insurance Company located at 120 Anderson Lane, Hendersonville, TN 37075. Prior to the closing date of the contract, contact Melissa Rogers, the phone number is (615) 264.2718, the fax number is (615) 264.2946 and the email address is mrogers@warranty1952.com. If needed, for an additional charge, the closing attorneys can travel or mail documents to your location for closing.

#### **BROKERS AGENCY DISCLOSURE**

The Auctioneer is acting exclusively as the agent for the seller in this transaction. Broker and Auctioneer are to be paid a fee by the seller pursuant to separate written agreements. Auctioneer is not acting as agent for the purchaser in this transaction. Any third party real estate agent is not a subagent of the Auction Company and is to be paid by the seller. The seller, real estate broker, or the Auction Company, or any of their respective attorney or agents, shall not be liable to the purchaser for any relief, including, but not limited to, damages, rescission, reformation, allowance or adjustments, based on failure of the property to conform to any specific standard or expectation, or any third party documents or information, including, but not limited to, the amount of acreage or square footage of the property, the zoning of the property or the environmental condition of the property.

#### **EQUAL OPPORTUNITY CLAUSE**

All bidding is open to the public. The property is available to qualified purchasers without regard to a prospective purchaser's race, color, religion, sex, familial status, national origin or physical handicap.

#### **DISPUTES / COLLUSION**

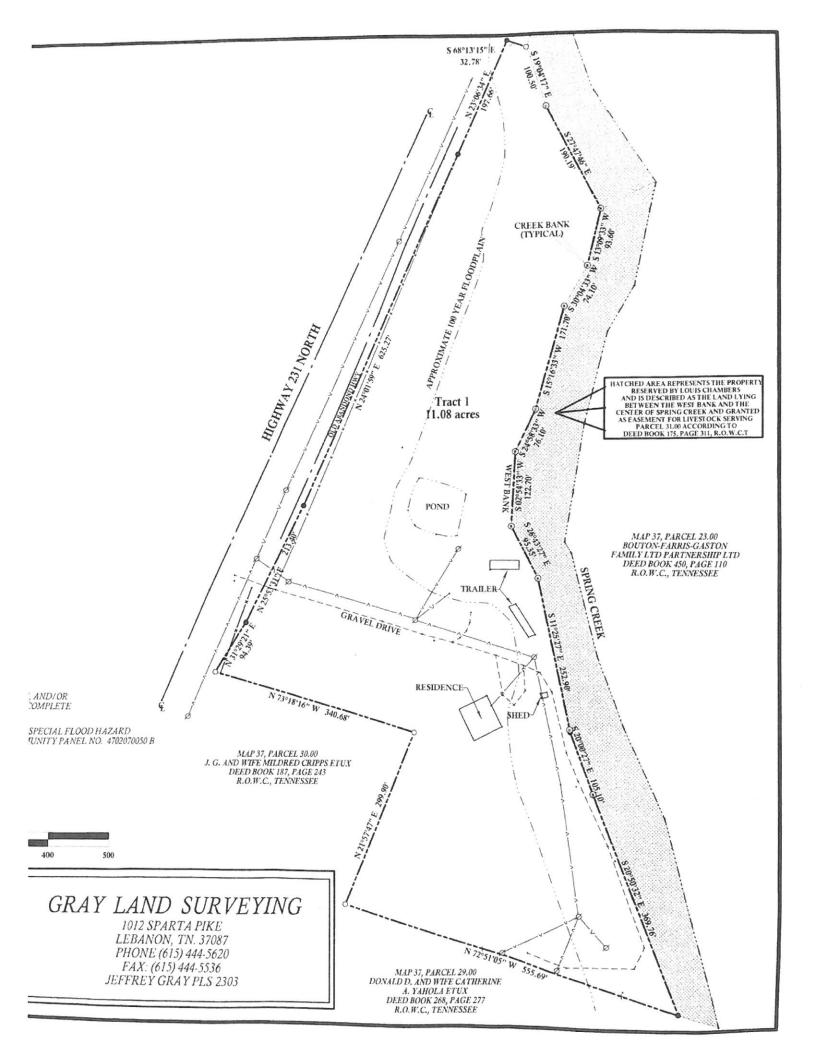
All decisions of the auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during and after the auction. Sellers reserve the right to deny any person admittance to the auction or expel anyone from the auction who attempts to disrupt the auction.

The federal antitrust laws prohibit collusion among bidders in restraint of interstate commerce. The penalties for violating the federal antitrust laws include criminal fines, imprisonment, injunctions and compensatory damages and attorneys fees. Collusion between bidders to refrain from bidding or limit the prices bid for the property is strictly prohibited.

#### **ADDITIONAL QUESTIONS**

The auction division of HALO Realty goes to great length to be as helpful as possible with your interest in the auction process. If you have never attended a real estate auction and have any questions about the bidding process or any other questions, feel free to call Mark Williams, Auctioneer direct at 615.590.4242. This is a very exciting way to purchase real estate at your price.

Announcements made day of sale take precedence over all other printed and Internet material.





# UTILITY INFORMATION

Address

4721 Hunters Point Pike Lebanon TN. 37087

WATER  Metro Water: 615.862.4800  Madison Utility: 615.868.3201  White House Water: 615.672.4110 White House Sewer: 615.672.3654  Hendersonville Utility: 615.868.3201 (Water & Sewer)  Portland Utility: 615.325.6776 (Water & Sewer)  Greenbrier Utility: 615.643.4531 (Water & Sewer & Sanitation)  ✓ Other City of Lebanon Water Dept. 615-444-0825  Septic System - No Sewer	ELECTRIC  Nashville Electric Services: 615.862.4800  Cumberland Electric White House: 615.862.4800 Portland: 615.325.4172 Gallatin: 615.452.3703  ✓ Other Middle TN Electric Corp. 877-777-9020  CABLE   PHONE   INTERNET  Comcast / Xfinity: 877.670.8193  AT&T / Uverse: 866.746.4714  DirecTV: 877.843.1484			
GAS  Piedmont Natural Gas: 615.862.4800  Gallatin Gas: 615.868.3201  Portland Gas: 615.672.4110  Other NO GAS AVAILABLE	Dish Network : 888.612.0915 Other			
***Contact all utilities at least one week prior to closing date. Be prepared to supply a letter of a credit from previous utilities to avoid a deposit.  Office Use Only:				
Date of Disconnect / Transfer: Trash Company: Trash Pick-Up Days:				



# SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT **DISCLOSURE**

1	Regarding: 4721 Hunters Point Pike	Lebanon	TN	37087		
	PROPER	TY ADDRESS				
2	The owner of this residential property discloses the following:					
3 4 5	<ul> <li>According to the subsurface sewage disposal system per (number of) bedrooms. A copy of the permit was obtain is attached to this disclosure.</li> </ul>	rmit issued for this property, this property is ned from the appropriate governmental perm	permitted itting aut	d for thority and		
6 7	I/We have requested a copy of the subsurface sewage di appropriate governmental permitting authority. However		y from the	e		
8 9	OR The file could not be located.					
0	☐ A permit was not issued for this property.  As a result, I/we do not have any knowledge as to the number of the sum of	umber of bedrooms for which this property h	nas been p	permitted.		
12 13 14 15 16	with the Tennessee Department of Environment and Conservation, Groundwater Protection division located in the county office regulating septic systems. This file may contain information concerning maintenance that has been done on the system as well as any violations imposed by the state. Buyers are encouraged to obtain this information and if of concern to them, to have a soil engineer interpret the contents of the file. Real estate licensees are not soil					
8 9						
20	The party(ies) below have signed and acknowledge receip	t of a copy.				
21 22	BUYER	BUYER				
23 24	ato'clock □ am/ □ pm	ato'cloc	k □ am/ t	⊐ pm		
25	The party(ies) below have signed and acknowledge receip	t of a copy.				
26	Stephen Underwood	Pot P. Under				
27	SELLER Stephen Underwood	SELLER Patricia Underwood				
28	8. 23.19 at 11 Am o'clock am/ pm	8-23-18 at 11 o'cloc  Date	k 🖂 am/ t	⊐ pm		
	Duct	<del></del>	<u>/</u>			

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#### LEAD-BASED PAINT DISCLOSURE

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

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#### Lead Warning Statement

- 6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978
- 7 is notified that such property may present exposure to lead from lead-based paint that may place young children at
- 8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological
- 9 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired
- memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential
- 11 real property is required to provide the Buyer with any information on lead-based paint hazards from risk
- assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.
- 13 A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- 14 Property Address: 4721 Hunters Point Pike

Lebanon

CN 37087

- 15 Seller Disclosure
- 16 Seller to check one box below:
- Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
  - Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

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#### **Buyer Acknowledgment**

- 1) Buyer has received copies of all records, reports and information listed above (if any);
- 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
- 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at http://www.hud.gov and http://www.epa.gov);
- 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

#### Buyer to check one box below:

- Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This
- 42 contingency shall be satisfied within 10 calendar days after the Binding Agreement Date.

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InstanetFORMS



43 44	Buyer waives the opportunity to conduct a risk as and/or lead-based paint hazards.	sessment or inspection for the presence of lead-based paint
45 46 47	Licensee Acknowledgment Licensees have informed the Seller of the Seller's of aware of listing and selling licensees' duty to ensure co	bligations under 42 U.S.C. § 4852d, as amended, and are empliance.
48 49 50		the information above and certify, to the best of their true and accurate and they have received a copy hereof.
51 52	The parties agree that the Licensees' signatures on purposes only as required and do not make either said I	this document are for certification and acknowledgment Licensee a party to the Purchase and Sale Agreement.
53	The party(ies) below have signed and acknowledge receipt	
54	Stephan D. Uluslewood	Pet P. antil
55	SELLER Stephen Underwood	SELLER Patricia Underwood
56 57	Date    S   Z   18   1   H Mo'clock   am/   pm	8 -23 - 1 € at // o'clock □ and □ pm  Date
58	The party(ies) below have signed and acknowledge receipt	t of a copy.
59		
60	BUYER	BUYER
61 62	ato'clock \( \pi \) am/ \( \pi \) pm	at o'clock □ am/ □ pm
63	The party(ies) below have signed and acknowledge receipt	t of a conv
00	M. All is R. A.	tora copy.
64 65	REAL ESTATE LICENSEE FOR SELLER	
	Mark Williams / Pete Mummert	
66 67	Date O Clock Daily   pin	
68	The party(ies) below have signed and acknowledge receipt	t of a copy.
69		
70	REAL ESTATE LICENSEE FOR BUYER	
71	ato'clock \( \pi \) am/ \( \pi \) pm	
72	Date	

Halo Realty, LLC
Listing Company

Mark Williams

Selling Company

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For Information Purposes Only:

Independent Licensee



# TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

1	Property Address:	4/21 H	unters Point Pike		Lebanon	IN	3/08/
2	Buyer:			1 - 1 - 1			
3	Seller:	Stepho	en Underwood	&	Patricia Unde	rwood	

- 4 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
- 5 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a
- 6 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
- 7 transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the
- 8 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:
- 9 http://www.tn.gov/regboards/trec/law.shtml. (See 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.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 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).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 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.
- Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
   paid.
- 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which had no effect on the physical structure of the property.
  - 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).
- 32 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.
- 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.
- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited

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Version 01/01/2018

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

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

The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may wish to obtain.

Buyers and Sellers should be aware that any sales agreement executed between the parties will 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 4721 Hunters Point Pike
does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

- This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.
- □ This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer will 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

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Version 01/01/2018

98 or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of 99 Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, 100 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 101 102 and master deed. 103 **CHECK ALL THAT APPLY:** UNKNOWN 104 YES NO 105 1. Seller knows of the presence of an exterior injection well on the Property. X 2. 106 Seller knows that a single family residence located on Property has been moved from an X 107 existing foundation to another foundation. Seller knows of a percolation test(s) that has been performed on the Property that is 108 × 3. 109 determined or accepted by the Tennessee Department of Environment and Conservation. 110 If yes, results of test(s) are attached. 111 Seller knows of soil absorption rate(s) that has been performed on the property that is 4. 112 determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached. 113 Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to 114 5. П П X Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of 115 116 limestone or dolostone strata resulting from groundwater erosion, causing a surface 117 subsidence of soil, sediment, or rock and is indicated through the contour lines on the 118 Property's recorded plat map." 119 6 This Property is located in a Planned Unit Development. Planned Unit Development is × 120 defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one 121 (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or 122 industrial uses, or any combination of the foregoing, the plan for which does not 123 correspond in lot size, bulk or type of use, density, lot coverage, open space, or other 124 125 restrictions to the existing land use regulations." Upon request, Seller shall provide to 126 buyers copies of the development's restrictive covenants, homeowner bylaws and master 127 deed. Unknown is not an appropriate response under the statute. 128 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which 129 130 builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property. 131 132 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is 133 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or 134 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502. The party(ies) below have signed and acknowledge receipt of a copy. 135 SELLER Stephen Underwood 136 137 8-23-(8 at \_\_\_(.' 6- o'clock p/am/ □ pm 7, 23, 18 at 11 AM o'clock pam/ = pm 138 139 140 The party(ies) below have signed and acknowledge receipt of a copy. 141 142 BUYER BUYER 143 o'clock □ am/ □ pm o'clock □ am/ □ pm 144 Date Dat

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### DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale
Agreement (hereinafter "Agreement") regarding real estate located at

A721 Hunters Point Pike Lebanon TN 37087 (hereinafter "Property") are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

- 1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY. Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
- 2. THE CONDITION OF ROOFING. Consult with a bonded roofing company for any concerns about the condition of the roof.
  - 3. HOME INSPECTION. We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (http://tn.gov/commerce/), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). Failure to inspect typically means that you are accepting the Property "as is".
- 4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS. It is strongly recommended that
   you use the services of a licensed, professional pest control company to determine the presence of wood
   destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any
   potential damage from such.
- 5. ENVIROMENTAL HAZARDS. Environmental hazards, such as, but not limited to: radon gas, mold,
   asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
   remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
   professionals and inspectors in all areas of environmental concern.

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- 40 6. SQUARE FOOTAGE. There are many ways of measuring square footage. Information is sometimes
   41 gathered from tax or real estate records on the Property. Square footage provided by builders, real estate
   42 licensees, or tax records is only an estimate with which to make comparisons, but it is not guaranteed. It is
   43 advised that you have a licensed appraiser determine actual square footage.
- 7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY. A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen. NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you not rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
  - 9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES. Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is in effect before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
  - 10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES. The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be verified by the appropriate sources in writing. You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
  - 11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS. It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
    - 12. CONDEMNATION. It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the Property with the State, County and city/town governments in which the Property is located. Condemnation proceedings could result in all or a portion of the Property being taken by the government with compensation being paid to the landowner.
- 13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION. It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.

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- 14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX
  OFFENDERS. You should consult with local, state and federal law enforcement agencies for information or
  statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing,
  or for the location of sex offenders in a given area.
  - 15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are not legal or tax experts, and therefore cannot advise you in these areas.
    - 16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS. The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

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

06	The party(ies) below have signed and acknowledge receipt	t of a copy.
07 08	Stephen D. Underwood Pet & Under O CLIENT/CUSTOMER (D BUYER / D'SELLER)	CLIENT/CUSTOMER (  BUYER /   SELLER)
09 10	8-23-18 at 10: < o'clock A am/ □ pm  Date	at o'clock □ am/ □ pm

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#### WORKING WITH A REAL ESTATE PROFESSIONAL

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

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

# In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an Agent or Designated Agent in a transaction:

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

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

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#### AN EXPLANATION OF TERMS

- Facilitator/Transaction Broker (not an agent for either party). The Licensee is not working as an agent for either party 42
- 43 in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot
- be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu 44
- of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into 45
- a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such 46
- time as an agency agreement is established.] 47
- Agent for the Seller. The Licensee's company is working as an agent for the property seller and owes primary loyalty to the 48
- seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and 49
- 50 his/her company are legally bound to work in the best interests of any property owners whose property is shown to this
- prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement. 51
- 52 Agent for the Buyer. The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the
- 53 buyer, and will work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be
- established without a written buyer agency agreement. 54
- 55 Disclosed Dual Agent (for both parties). Refers to a situation in which the Licensee has agreements to provide services as
- an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency 56
- status may only be employed upon full disclosure to each party and with each party's informed consent. 57
- 58 Designated Agent for the Seller. The individual Licensee that has been assigned by his/her Managing Broker and is
- 59 working as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other
- 60 licensees in his/her company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's
- property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or 61
- property owner. An agency relationship of this type cannot, by law, be established without a written agency agreement. 62
- 63 Designated Agent for the Buyer. The individual Licensee that has been assigned by his/her Managing Broker and is
- working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her 64
- company. Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the 65 Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency 66
- relationship of this type cannot, by law, be established without a written agency agreement. 67
- Adverse Facts. "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a 68
- negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property 69
- or present a significant health risk to occupants of the property. 70
- 71 Confidentiality. By law, every licensee is obligated to protect some information as confidential. This includes any
- information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the 72
- 73 Licensee disclosed an agency relationship with that other party. AFTER the Licensee discloses that he/she has an agency
- relationship with another party, any such information which the consumer THEN reveals must be passed on by the Licensee 74
- 75 to that other party.

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D. Cholerwood 8. 23.18 Patr f. Under 8-23.18

Unrepresented Party Signature

Date

Date Unrepresented Party Signature

Stephen Underwood Patrica Underwood

Mark Will Real Estate Company Real Estate Licensee Date

Mark Williams / Pete Mummert HALO Realty, LLC

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Th				
	real estate transaction involving the property located at:		Zahaman	TN 37087
_	4721 Hunters Point Pike PROPERTY	ADDF	RESS	TN 37087
C.F.	NI LED NAME.	DI	IVED NAME.	
	CENSEE NAME: Stephen Underwood CENSEE NAME: Mark Williams / Pete Mummert	LIC	JYER NAME: CENSEE NAME:	
in this consumer's current or prospective transaction is serving as:		in this consumer's current or prospective transaction is serving as:		
	Transaction Broker or Facilitator. (not an agent for either party).		Transaction Broker or Faci (not an agent for either party)	
	Seller is Unrepresented.		Buyer is Unrepresented.	
	Agent for the Seller.		Agent for the Buyer.	
X	Designated Agent for the Seller.		Designated Agent for the B	uyer.
	Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller		Disclosed Dual Agent (for but with the consent of both the I	
to pro	in this transaction.  is form was delivered in writing, as prescribed by law, to any purchase, OR to any unrepresented seller prior to presentate operty without an agency agreement) prior to execution of	tion o	in this transaction.  presented buyer prior to the p f an offer to purchase; OR (in tt listing agreement. This of	oreparation of any of f the Licensee is listing document also serves
pro con sen any of Jan	in this transaction.  Dis form was delivered in writing, as prescribed by law, to any purchase, OR to any unrepresented seller prior to presentate operty without an agency agreement) prior to execution of infirmation that the Licensee's Agency or Transaction Brokervices were provided and also serves as a statement acknowled y complaints alleging a violation or violations of Tenn. Code limitations for such violation set out in Tenn. Code Ann. § 62 mes Robertson Parkway, 3 <sup>rd</sup> Floor, Nashville, TN 37232, PH:	tion of that ker stallging and Ann. 2-13-3 : (615	in this transaction.  presented buyer prior to the p f an offer to purchase; OR (if at listing agreement. This of atus was communicated orally that the buyer or seller, as appli \$ 62-13-312 must be filed with 13(e) with the Tennessee Real ) 741-2273. This notice by it	preparation of any of f the Licensee is listing document also serves y before any real est icable, was informed to hin the applicable stat Estate Commission, 7
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RF302 – Confirmation of Agency Status, Page 1 of 1

Version 01/01/2018



700 Johnny Cash Parkway, Hendersonville TN 37075 Phone (615) 590-4242 • Office (615) 590-4240 • Fax (615) 822-8017

### **BUYER / BIDDER REGISTRATION**

	Buyer / Bidder <mark>Name</mark> :
	Buyer /Bidder <mark>Email</mark> :
	Buyer / Bidder Best Phone Number:
	Buyer / Bidder Address:
	Buyer / Bidder City, State and Zip:
	buyer / blodder <mark>Oity, state and Zip</mark> .
	The above Buyer / Bidder hereby wishes to register as a potential purchaser of the following auction being conducted by HALO Realty, LLC on the Property located at:
	PROPERTY ADDRESS
other co Seller a not limi take pre	<b>CONDUCT OF THE AUCTION:</b> Each property is being sold on an <u>AS-IS, WHERE-IS</u> basis. It is encouraged that you complete ection of the property by an expert prior to the commencement of the auction sale. It is also encouraged that you have been alified financially for the purchase of this auction property. The Auctioneers are selling the property with no financial or any ontingencies. Conduct of the auction and increments of the bidding are at the direction and discretion of the Auctioneer. The nd the Auctioneer reserve the right to refuse admittance to or to expel anyone from the auction for any reason, including, but ited to, interference with auction activities, creating a nuisance, canvassing, or soliciting. Announcements made day of sale eccedence over all other advertising and or the Bid Package.
A FIVE	PERCENT BUYER'S PREMIUM CALCULATED ON THE FINAL BID PRICE WILL BE ADDED TO THE FINAL BID PRICE TO ESTABLISH THE FINAL CONTRACT PRICE.
	The signatures below indicate acceptance of the above terms and conditions.
	Bidder Signature  Date
	Accepted by Mark Williams, Auctioneer / HALO Realty, LLC ● TAC#5058
	By:
	Date