



(BID PACKAGE)

PRELIMINARY TERMS AND CONDITIONS OF SALE

105 Dames Avenue South, Gallatin TN 37066

Live On-Site & Online Absolute Auction Event

Saturday, June 6th @ 10:00 AM

Preview at 8:00 AM Day of Auction

PRE-AUCTION OFFERS ARE WELCOME!

ABSOLUTE HIGHEST BID WINS!

DIRECTIONS

FROM NASHVILLE, I-65 NORTH, exit 95 TN-386 VIETNAM VETERANS PKWY., exit 12 AND TURN RIGHT onto BIG STATION CAMP RD., CROSS NASHVILLE PK., onto CAGES BEND RD., turn LEFT on ELLABELL RD., turn RIGHT on DAMES AVE. S., Home is on the LEFT. LOOK for SIGNS!

REAL PROPERTY

3 Bedroom, 2.5 Baths, 2,852+/- SF Home located on a ½ acre +/- lot in the Lakes of Savannah neighborhood. 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. Final interior inspection of the home will be available on the day of the sale, Saturday, June 6th @ at 8:00 AM (2 Hours prior to the sale at 10:00 AM). Go to NashvilleAuctions.Com to view pictures and other additional information.

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 or 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 Sumner 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.

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 ten-percent (10%) 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 Seven Thousand Five Hundred 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 Thursday, June 25th, 2020 by 1:00 PM at Warranty Title 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 +/- \$485.00 in closing costs plus any financing fees, if any, Tennessee State transfer tax, buyer's premium and recording costs. City and County Taxes for 2019 were approximately +/- \$3,156.05 and will be pro-rated at closing. The HOA charges a monthly fee of \$55 per month and will be pro-rated at closing. Also the HOA will charge a total transfer fee of \$550 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 Thursday, June 25th, 2020 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 105 Dames Ave. South
Gallatin, TN 37066

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 _____

GAS

- ☐ Piedmont Natural Gas : 615.862.4800
- ☒ Gallatin Gas : 615.868.3201
- ☐ Portland Gas : 615.672.4110
- ☐ Other _____

ELECTRIC

- ☒ Nashville Electric Services: 615.862.4800
- ☐ Cumberland Electric
White House: 615.862.4800
Portland: 615.325.4172
Gallatin: 615.452.3703
- ☐ Other _____

CABLE | PHONE | INTERNET

- ☒ Comcast / Xfinity : 877.670.8193
- ☒ AT&T / Uverse : 866.746.4714
- ☒ DirecTV : 877.843.1484
- ☒ 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: _____



Terms for Purchase of 105 Dames Ave, South, Gallatin TN 37066

Reliant Bank will finance, with credit and debt to income acceptable to the bank.

80% of Purchase Price

4.43% for 85 (eighty-five) Months with 30 (Thirty) Year Amortization

.5% Origination Fee

Transaction will close within 30 (Thirty) Days from the date of sale.

Tim Hale

Tim Hale, VP

Reliant Bank

615-575-1425

Scott Bagwell

Scott Bagwell, SVP

Reliant Bank, Sumner County President

615-575-7200

Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

Section I. General Information

Inspection Company, Address & Phone

U.S. Pest
49 Industrial Park Dr.
Hendersonville TN 37035
(615) 822-8500

Company's Business Lic. No.

Date of Inspection

5/4/2020

Address of Property Inspected

105 Dames Ave S.
Gallatin TN 37066

Inspector's Name, Signature & Certification, Registration, or Lic. #

Brendon Neal Brendon Neal 102293

Structure(s) Inspected

Home

Section II. Inspection Findings

This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:

- ☒ A. No visible evidence of wood destroying insects was observed.
- ☐ B. Visible evidence of wood destroying insects was observed as follows:
- ☐ 1. Live insects (description and location): _____

☐ 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): _____

☐ 3. Visible damage from wood destroying insects was noted as follows (description and location): _____

NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Yes ☐ No ☒ It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment: _____

The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.

Section III. Recommendations

☒ No treatment recommended: (Explain if Box B in Section II is checked) _____

☐ Recommend treatment for the control of: _____

Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- ☐ Basement
- ☐ Crawlspace
- ☒ Main Level 1, 3, 4, 6, 7, 8, 9, 11, 12, 13, 14, 24
- ☒ Attic 5, 9, 11, 13, 21, 24
- ☒ Garage 1, 3, 6, 7, 9, 11, 12, 13, 14, 24
- ☒ Exterior 1, 13, 14, 17, 24
- ☐ Porch
- ☐ Addition
- ☐ Other

The Inspector may write out obstructions or use the following optional key:

- | | |
|-------------------------|--|
| 1. Fixed ceiling | 13. Only visual access |
| 2. Suspended ceiling | 14. Cluttered condition |
| 3. Fixed wall covering | 15. Standing water |
| 4. Floor covering | 16. Dense vegetation |
| 5. Insulation | 17. Exterior siding |
| 6. Cabinets or shelving | 18. Window well covers |
| 7. Stored items | 19. Wood pile |
| 8. Furnishings | 20. Snow |
| 9. Appliances | 21. Unsafe conditions |
| 10. No access or entry | 22. Rigid foam board |
| 11. Limited access | 23. Synthetic stucco |
| 12. No access beneath | 24. Duct work, plumbing, and/or wiring |

Section V. Additional Comments and Attachments (these are an integral part of the report)

No wood destroying insects was observed No visible signs

Attachments Graph

Signature of Seller(s) or Owner(s) If refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

X

Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X

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Form NPMA-1 is obsolete after 12/31/04. This form is approved for FHA and VA loans.

U.S. PEST PROTECTION

The Guarantee(s) will be issued to the buyer upon completion of initial treatment. The Guarantee(s) will cover the named premises and will be subject to the General Terms and Conditions hereof. Its coverage, including annual reinspection, will be effective for a period of one year upon payment of the initial charges and thereafter, so long as renewal payments of \$_____ are made annually.

TERMITE PROTECTION & MOISTURE SERVICE AGREEMENT

- ☐ **Lifetime Repair Guarantee**
- \$300 annual renewal (minimum)
- ☐ **Lifetime Control Guarantee**
- \$250 (minimum)
- ☐ **Carpenter Ant Treatment** - \$_____
- ☐ **Carpenter Bee Treatment** - \$_____
- ☐ **Wood Destroying Fungus Treatment**
Annual renewal investment (minimum) - \$200



- ☐ **Interlaced Poly**
- ☐ **Sump Pump** - ☐ C1 ☐ CS2 ☐ S3
- ☐ **Crawl Space Door**
- ☐ **Drainage System**
- ☐ **One-Time Installation - Non-Warranty**
- ☒ **Other** WDS Report

Date 5/4/2020

Customer Profile & Service Instructions

Customer Name Mark Williams

Service Address 105 Dames Ave S

City/State/Zip Gallatin TN 37066

Billing Address _____

City/State/Zip _____

Cell Phone (615) 207-0038

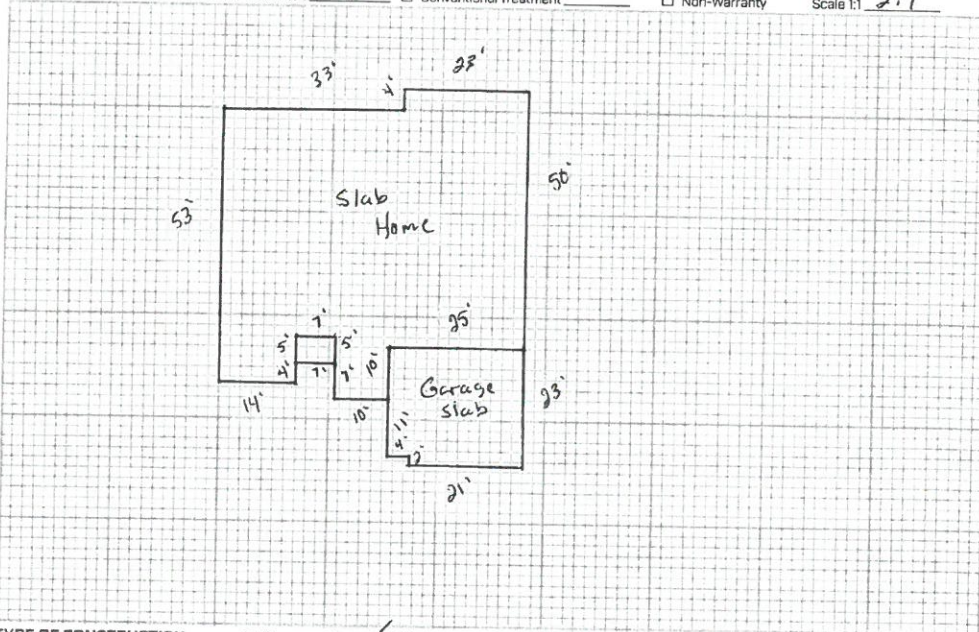
Alternate Phone _____

Email Address _____

Preferred Method Of Contact: ☐ Text ☐ Call ☐ Email

- ☐ SUBTERRANEAN TERMITES = X ☐ WOOD BORING BEETLES = WB ☐ CARPENTER ANTS = CA ☐ EARTH-WOOD CONTACT = EC
- ☐ EXISTING DAMAGE FUNGUS = F ☐ CELLULOSE DEBRIS = CD ☐ INACCESSIBLE AREAS = IA ☐ FORMOSAN TERMITES = C
- ☐ FUNGUS DAMAGE = F ☐ EXCESSIVE MOISTURE = EM ☐ POWDER-POST BEETLES = PPB
- ☐ EXISTING DAMAGE = X ☐ FAULTY GRADE = FG ☐ POSSIBLE HIDDEN DAMAGE = PHD

TYPE OF TREATMENT ☐ Perimeter Treatment ☐ Conventional Treatment ☐ Non-Warranty Scale 1:1 2:1



TYPE OF CONSTRUCTION ☐ Basement ☒ Slab ☐ Crawl Space ☐ Monolithic Slab ☐ Floating Slab

Moisture Content _____ % Crawl Space Max Height _____ Min Height _____ Linear Footage _____ Depth to Footer _____

TYPE OF FOUNDATION ☒ Concrete ☐ Hollow Block ☐ Brick ☐ Stone Square Ft. _____

DOES THE PROPERTY HAVE ANY OF THE FOLLOWING (Y= YES)

- ☐ Well Cistern ☐ Sump Pump ☐ French Drain ☐ Stucco Below Grade *See notes on Work Order
- ☐ Rigid Foam Insulation Below Grade *See notes on Work Order ☐ A/C - Heat Ducts in or Below Slab
- ☐ Plenum A/C - Heat System ☐ Radiant Heat ☐ Visible Pond, Lake, Stream or Waterway

Initial Investment \$ 75 Financed Amount \$ _____ Check # 1414 ☐ Cash ☐ Credit Card

Less Cash: _____ Balance Due: \$ 0

Inspector Print Name Brendan Neal

Customer Signature _____

Date 5/4/2020

*Your credit card will be placed on auto pay for renewals

* By signing this agreement you acknowledge and understand that the above information is correct and approved. **Please refer to online digital document at www.uspest.com/guarantees and the back of this agreement for current terms and general conditions.



COVID-19 RELEASE

The COVID-19 Pandemic and all associated federal, state and local directives and guidelines underscore the risks associated for persons viewing properties and the risks for Sellers and Owners by allowing persons to enter property which they own. This Release is subject to any federal, state or local directives and it is the responsibility of the undersigned to be aware of such directives and how such directives may affect the showing of the Property.

The undersigned understands that exposure to disease-causing organisms and objects, such as COVID-19, and personal contact with others, including but not limited to real estate licensees, inspectors, appraisers, contractors, owners, occupants and others associated with the sale, lease or purchase of property, involves a certain degree of risk that could result in illness, disability or death. The undersigned acknowledges that it is impossible to screen and/or monitor all such individuals.

The undersigned should seek the advice of an attorney on any legal question concerning COVID-19 and associated liability, or any other matters of concern. Real estate licensees are **not** legal experts, and therefore cannot provide advice in this area.

After carefully considering all the potential risks involved, I hereby assume the same and agree to release, hold-harmless, indemnify, and defend HALO Realty, LLC (Brokerage name) and its licensees, employees, officers, agents, contractors and vendors from and against, all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19, associated with me either viewing and/or inspecting property occupied by others, or allowing others to enter property which I own.

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

SELLER/OWNER/BUYER/TENANT

SELLER/OWNER/BUYER/TENANT

_____ at _____ o'clock ☐ am/ ☐ pm

_____ at _____ o'clock ☐ am/ ☐ pm

Date

Date

For information regarding the COVID-19 Pandemic and advisements, visit the following websites:

The State of Tennessee: <https://www.tn.gov/governor/covid-19.html>

The Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

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Mark E. Williams

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is involved as a



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Version 04/03/2020

InstanetFORMS



TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 105 S Dames Ave. Gallatin TN 37066
2 Buyer: _____
3 Seller: Joyce Adams

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

- 10 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
11 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.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code
17 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.
- 19 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
20 agreed to in the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 22 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
23 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
24 had no effect on the physical structure of the property.
- 25 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
26 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
27 (See Tenn. Code Ann. § 66-5-202).
- 28 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
29 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the
30 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 31 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
32 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
33 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 34 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
35 not required to repair any such items.
- 36 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
37 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 38 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
39 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 40 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
41 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 42 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
43 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
44 disposal system permit.

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

The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition Exemption. 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 105 S Dames Ave. Gallatin 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 or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

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