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SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 8 day of OCTOBER

BILLY D & KIMBERLY R PRUETT State of Tenn hereinafter called "Seller(s)", and

_____ of _____ County, 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 KNOX County, KNOXVILLE

Tennessee, and being further described real property as follows: 5517 LONAS RD

PARCEL 107HG 032

1) **Earnest Money:** Buyers) 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 that same will be disbursed pursuant to the terms of this contract. IF buyer has purchased online, earnest 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. Attached Auction Terms & Conditions Are Part of The Sales Contract. **SALE IS SUBJECT TO SELLER APPROVAL.**

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: _____

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.

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.

5) **DEED:** Deed shall be made to: _____

6) **CLOSING DATE:** ALL parties agree the closing date of this sale shall be on or before NOVEMBER 9, 2020
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 pro-rated 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. Buyer(s) has inspected the property and all appurtenances thereto, prior to the signing of this Contract, or has had the opportunity to do so. 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 "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) **AGENTS 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.

Specific Performance Real Estate Contract, PAGE 1 of 2

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Specific Performance Real Estate Contract, PAGE 2 of 2

10) **RISK OF LOSS:** Risk of loss shall remain with the Seller(s) until closing. In the event the property is destroyed or damaged by fire or other destructive force which cannot be repaired prior to closing, it shall be the option of the Buyer(s) and the earnest money shall be returned to Buyer(s).

11) **FAILURE TO CLOSE:** (A) Seller(s): 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 same by a court of competent jurisdiction.

(B) - Buyer(s): If Buyer(s) fail to purchase property as provided in this contract (1) 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 seller to buyer on an "AS-IS, HOW-IS 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, as to, concerning 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 and or connected or purity of , timber, soil, earth, rock, caverns, sinkholes, wood destroying organisms or infestations, geology, utilities either connected or availability, acreage of parcel, sq. footage or condition of structure, any improvements and 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 there from; (iv) the compliance of or 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 American 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, in or on the property, of any type or kind of hazardous substance such as mold / fungus, radon, lead, asbestos, landfills, aldehydes / chemicals, pesticides, by products of methamphetamines or storage of any type hazardous waste or substances AND (as defined by the comprehensive environmental response compensation and liability act of 1980, as amended, and regulations there under).

13) **ALL Online Bidding** will have the same terms, conditions, as live auctions, unless otherwise specified.

14) **Fair Housing:** All parties understand that federal fair housing act of 1989 prohibits discriminating of housing based on race or color, national origin, religion, familial status, handicap and the Agents will not discriminate against anyone for any reason.

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

SELLER: _____

PHONE: _____

BUYER: _____

EMAIL: _____

TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

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Seller: BILLY D & KIMBERLY R PRUETT
5517 LONAS RD KNOX CO, KNOXVILLE, TN
PARCEL 107HG 032

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 of 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 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 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.

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%) buyers 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. **SALE IS SUBJECT TO SELLER APPROVAL.**

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 at 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 & bid suppression schemes are violations of the Sherman Antitrust Act and are deemed illegal & 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 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: Knoxville Title Agency Inc. 266 S Peters Rd, Knoxville, TN 37923
865-637-1100, Helen Diggs or Chase Reno.

POSSESSION: of the property will be delivered upon closing.

AGENCY DISCLOSURE: Powell Auction & Realty LLC, Tennessee Real Estate and Auction Company, and its auctioneer(s) and employee(s) are representing the seller(s) as the sellers Agent(s).

THESE TERMS AND CONDITION ARE A PART OF THE CONTRACT OF SALE AND SHALL STAND AS SUCH UNTIL THE DELIVERY AND ACCEPTANCE OF THE DEED. SIGNED THIS DAY OF: OCTOBER 8, 2020

Auctioneer _____

Buyer _____

Seller _____

Buyer _____



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LEAD-BASED PAINT DISCLOSURE

1 Federal law mandates that Sellers of housing constructed prior to
2 Disclosure requirements. These should be completed before the B
3 Seller accepts a purchase offer, otherwise the Buyer may not be obligated un r any contract to purchase such
4 housing.

5 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
10 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
12 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: 5517 Jonas Road Knoxville TN 37909

15 Seller Disclosure

16 Seller to check one box below:

- 17 [X] Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the
18 housing.
19 [] Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has
20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based
21 paint hazards in the housing. List any records, reports and/or additional information, including but not limited
22 to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of
23 the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports
24 regarding common areas. It also includes records or reports of other residential dwellings in multifamily
25 housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-
26 based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall
27 indicate as such.

30 Buyer Acknowledgment

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

39 Buyer to check one box below:

- 40 [] Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the
41 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This

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42 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
43 **X** Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint
44 and/or lead-based paint hazards.

45 **Licensee Acknowledgment**

46 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 9601, and
47 are aware of listing and selling licensees' duty to ensure compliance.

48 **Certification of Accuracy**

49 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their
50 knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

51 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment
52 purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

54 _____

55 **BUYER** _____ **BUYER** _____

56 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

57 **Date** _____ **Date** _____

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

59 _____

60 _____

61 _____ o'clock am/ pm _____ o'clock am/ pm

62 **Date** _____ **Date** _____

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

64 _____

65 **REAL ESTATE LICENSEE FOR BUYER**

66 _____ at _____ o'clock am/ pm

67 **Date** _____

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

69 _____

70 _____ **SELLER**

71 _____ o'clock am/ pm

72 **Date** _____

For Information Purposes Only:

_____ **Selling Company**

_____ **Independent Licensee**

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

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TENNESSEE RESIDENTIAL PROPERTY
CONDITION EXEMPTION NOTIFICATION

1 Property Address: 5517 Lonas Road Knoxville
2 Buyer:
3 Seller: Billy D and Kimberly R Pruitt

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.lexisnexis.com/hottopics/tncode/>. (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.
- 17 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.
- 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
- 22 paid.
- 23 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
- 24 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
- 25 occurrence which had no effect on the physical structure of the property.
- 26 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form
- 27 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
- 28 form (See Tenn. Code Ann. § 66-5-202).
- 29 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
- 30 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not
- 31 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,
- 33 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by
- 34 the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 35 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
- 36 is not required to repair any such items.
- 37 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
- 38 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 39 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
- 40 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
- 41 matters.
- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
- 43 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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RF 203 - Tennessee Residential Property Condition Exemption Notification, Page 1 of 3

Version 01/01/2016



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45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the su e ge
46 disposal system permit.

47 17. Sellers must disclose the presence of any known exterior injection well, the presence of any hole(s) in the
48 any known percolation test or soil absorption rate performed on the property that is (c) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)
49 Department of Environment and Conservation, and whether the property is located with
50 as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy
51 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
52 ever been moved from an existing foundation to another foundation.

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

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

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

67 The undersigned Seller of the property described as 557 Lowes Road Knoxville TN 37909
68 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
69 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
70 209 for the following reason(s):

- 71 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the
72 administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a
73 trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 74 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
75 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
76 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
77 the real property by a deed in lieu of foreclosure.
- 78 This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship,
79 conservatorship or trust.
- 80 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
81 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
82 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding
83 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 84 This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 85 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 86 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of
87 consanguinity of one (1) or more of the transferors.
- 88 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 89 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 90 This is a transfer of any property sold at public auction.
- 91 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
92 prior to the date of transfer.
- 93 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
94 of foreclosure or by a quitclaim deed.

95 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
96 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
97 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests

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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
100 pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a
101 Development and upon request, provide buyers with a copy of the development's restrictive covenants,
102 and master deed.

103 **CHECK ALL THAT APPLY:**

- | 104 | YES | NO | UNKNOWN | |
|-----|--------------------------|-------------------------------------|--------------------------|---|
| 105 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1. Seller knows of the presence of an exterior injection well on the Property. |
| 106 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2. Seller knows that a single family residence located on Property has been moved from an existing foundation to another foundation. |
| 107 | | | | |
| 108 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. Seller knows of a percolation test(s) that has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached. |
| 109 | | | | |
| 110 | | | | |
| 111 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Seller knows of soil absorption rate(s) that has been performed on the property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached. |
| 112 | | | | |
| 113 | | | | |
| 114 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 5. Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the Property's recorded plat map." |
| 115 | | | | |
| 116 | | | | |
| 117 | | | | |
| 118 | | | | |
| 119 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 6. This Property is located in a Planned Unit Development. Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (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 industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Upon request, Seller shall provide to buyers copies of the development's restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate response under the statute. |
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| 127 | | | | |

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

129 _____

130 _____

131 _____ clock am/ pm

132 _____ clock am/ pm

133 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
134 improvements are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which
135 builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213.
136 Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

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

138 _____

139 **BUYER** _____ **BUYER** _____

140 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

141 **Date** _____ **Date** _____

142 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
143 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
144 the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

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

