

POWELL AUCTION & REALTY LLC
6729 Pleasant Ridge Rd. Knoxville, Tennessee 37921
Phone:(865) 938-3403 Fax: (865) 947-5668

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SPECIFIC PERFORMANCE REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into this 15 day of OCTOBER a

ALBERT J. HARB State of Tenn hereinaf 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 MCMINN County, ETOWAH

Tennessee, and being further described real property as follows: 804 TENNESSEE AVE S

PARCEL 118BG 078.00

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 16, 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 & Ronnie Colyer Auction & Realty, 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.
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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 destroyed or damaged by fire or other destructive force which cannot be repaired prior to closing, 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

Seller: ALBERT J. HARB
804 TENNESSEE AVE S MCMINN CO, ETOWAH, TN
PARCEL 118BG 078.00

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PROPERTY INSPECTION: We recommend that you preview the property. The property is sold "AS IS, WITH ALL FAULTS", without any warranties expressed, implied or guarantees of any kind. 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: Valley Title Services, Sharon Kennedy
423.745.4660, 200 Decatur Pike (on Depot Hill) Athens, TN 37303

POSSESSION: of the property will be delivered upon closing.

AGENCY DISCLOSURE: Powell Auction & Realty LLC & Ronnie Colyer Auction & Realty, 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 15, 2020**

Auctioneer _____ Buyer _____

Seller _____ Buyer _____



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COMMERCIAL 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.

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 damage,
9 including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead
10 poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is
11 required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections
12 in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or
13 inspection for possible lead-based paint hazards is recommended prior to purchase.

14 Property Address: 804 Tenn Ave S Etowah, TN 37331

15 Seller Disclosure

16 Seller to check one box below:

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

29 Buyer Acknowledgment

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

38 Buyer to check one box below:

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

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42 Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint
43 and/or lead-based paint hazards.

44 **Licensee Acknowledgment**

45 Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852
46 of listing and selling licensees' duty to ensure compliance.

47 **Certification of Accuracy**

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

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

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

53 _____	_____
54 SELLER	SELLER
55 By: _____	By: _____
56 Title: _____	Title: _____
57 Entity: _____	Entity: _____
58 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
59 Date	Date

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

61 _____	_____
62 BUYER	BUYER
63 By: _____	By: _____
64 Title: _____	Title: _____
65 Entity: _____	Entity: _____
66 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
67 Date	Date

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

69 _____	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
70 REAL ESTATE LICENSEE FOR SELLER	Date

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

73 _____	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
74 REAL ESTATE LICENSEE FOR BUYER	Date

For Information Purposes Only:

Listing Company

Independent Licensee

Selling Company

Independent Licensee

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