

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 31 day of OCTOBER in the year 2020

RALPH & LOLA MALONE 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 ROANE County, LENOIR CITY

Tennessee, and being further described real property as follows: EBLEN CAVE RD

AS SHOWN ON SURVEY BY CHRISTIAN M. MEDDERS DATED 9-23-2020

CHECK HERE FOR ADDENDUM FOR MULTIPLE PROPERTIES

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 \$ _____, **PLUS SURVEY COST (1000.00 PER TRACT)** 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.**

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.

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 30, 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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10) **RISK OF LOSS:** Risk of loss shall remain with the Seller(s) until closing. In the event any im destroyed or damaged by fire or other destructive force which cannot be repaired prior to closing, 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: _____

Powell Auction & Realty LLC
6729 Pleasant Ridge Road Knoxville, TN 37921

**Addendum for the Additional Properties: EBLEN CA
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TRACT _____ Acreage _____ Bid Price _____
10% _____ Survey 1000.00 per tract TOTAL PRICE _____

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10% _____ Survey 1000.00 per tract TOTAL PRICE _____

TRACT _____ Acreage _____ Bid Price _____
10% _____ Survey 1000.00 per tract TOTAL PRICE _____

TRACT _____ Acreage _____ Bid Price _____
10% _____ Survey 1000.00 per tract TOTAL PRICE _____

This Addendum is made part of the Specific Performance Real Estate Sales Contract as if quoted therein verbatim. The Specific Performance Real Estate Sales Contract shall have combined properties and will remain in full force and effect.

Buyer Date

Buyer Date

Seller Date

Seller Date

TERMS & CONDITIONS OF REAL ESTATE AUCTION SALE

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Seller: RALPH & LOLA MALONE
EBLEN CAVE RD TRACT 2 7.53 AC, TRACT 3 8.93 AC, TRACT 4 10.03 AC,
TRACT 5 5.83 AC, TRACT 6 5.04 AC, TRACT 7 8.04 AC,
AS SHOWN ON SURVEY BY CHRISTIAN M. MEDDERS DATED 9-23-2020

PROPERTY INSPECTION: We recommend that you preview the property. The property is being sold "AS IS, WHERE IS and WITH ALL FAULTS", without any warranties expressed, implied or guarantees of any kind or accuracy to information. All information concerning the auction sale was derived from sources believed to be correct, but not guaranteed. Buyer shall rely on his/her own information, judgment and inspection of 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 AND 1000.00 SURVEY COST PER TRACT 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.

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: Title One, Inc Elizabeth Guerrero, 865.376.9052 1025 Waterford Place, Kingston, TN 37763

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 31, 2020*

Auctioneer _____ Buyer _____

Seller _____ Buyer _____

