



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Michelle Manning & David Manning

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, July 9th, 2026 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

BROKER/AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

AFFILIATE BROKER – Felecia Leonard (Affiliate Broker) of Keller Williams Bristol located at 930 Shelby St., Bristol, TN 37620 (423) 433-6500 has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 1.22 Acres and Improvements; Parcel ID: 020E F 009.00 000; Block 3 Lot 6; LTS 14-16 and PT 5 & 13; Deed Book 3043 Page 2215; Plat Book 1 Page 5

Address: 920 Holston Ave., Bristol, TN 37620

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, July 9th, 2026 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman** at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Affiliate Broker Felecia Leonard with Keller Williams Bristol (423) 967-2187 or email FLeonardRealtor@gmail.com
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, August 24th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Tennessee code § 47-2-328 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to TN State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating TN State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction

Owner, Real Estate Broker, Auctioneer, MBA

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Felecia Leonard – Keller Williams Bristol

Affiliate Broker

930 Shelby St.

Bristol, TN 37620

423-967-2187

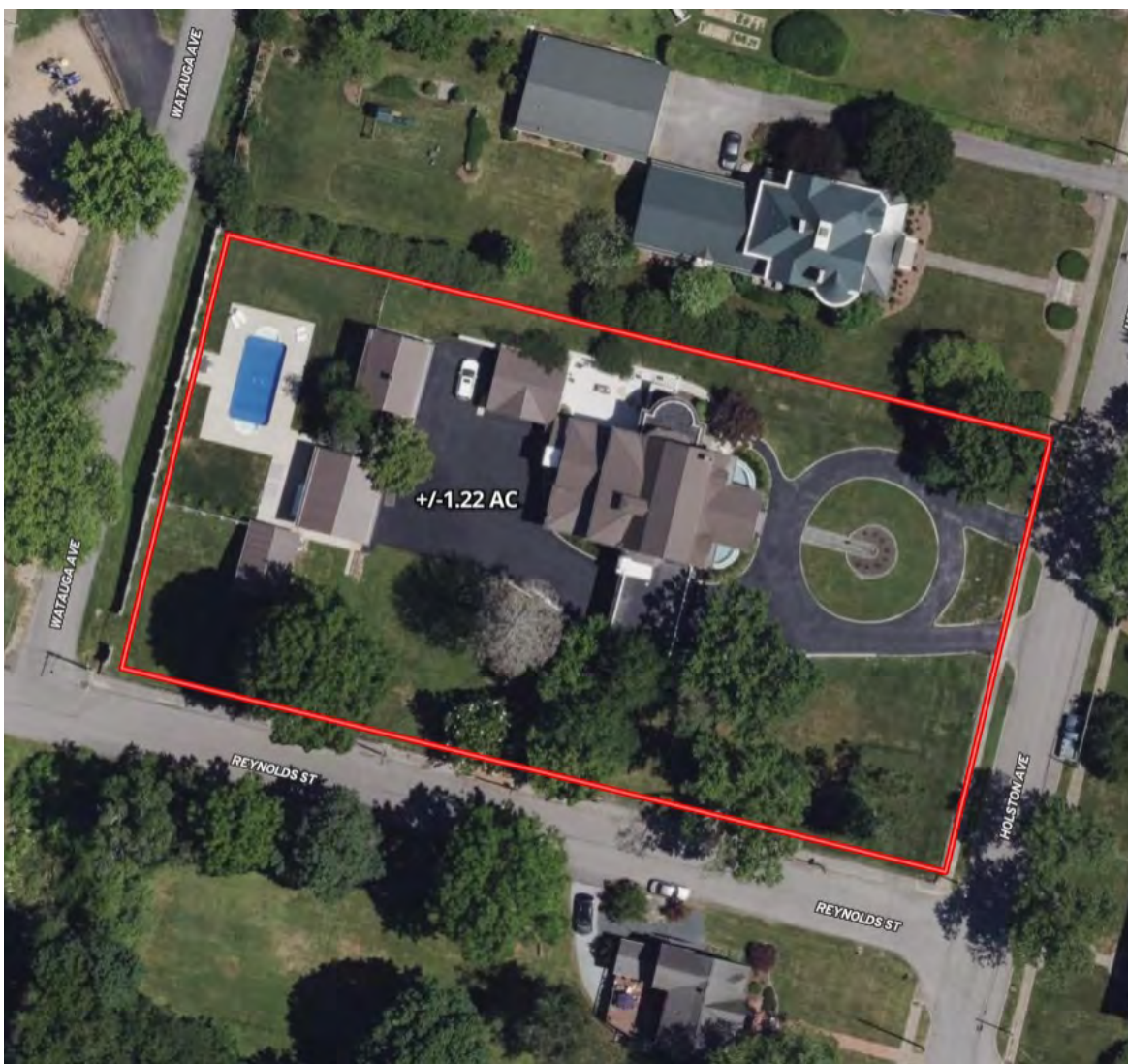
FLeonardRealtor@gmail.com

Virginia Real Estate Salesperson License #	0225255498
Tennessee Real Estate Affiliate Broker License #	364889



Aerial

Auction Services



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

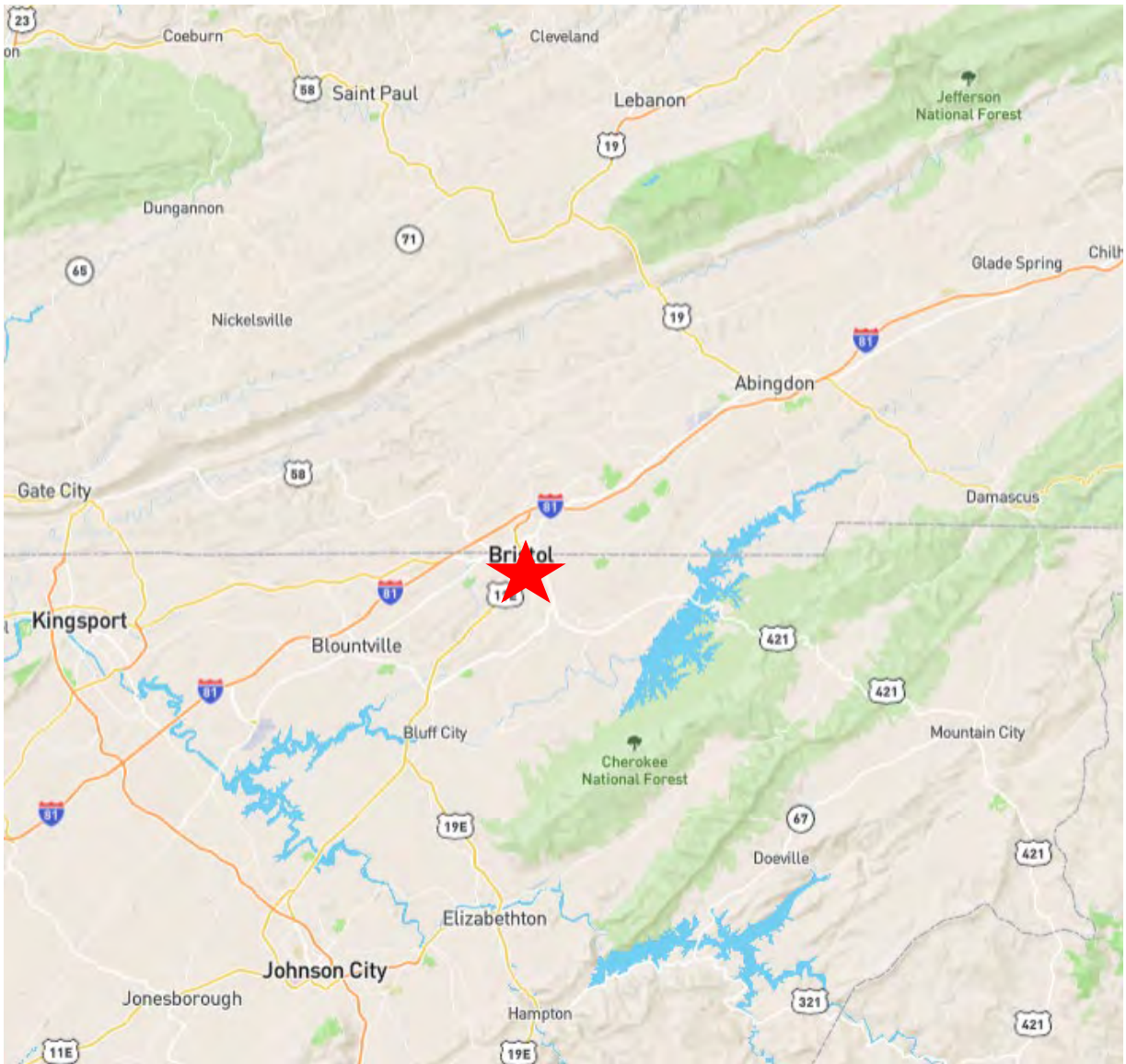
920 Holston Ave.
Bristol, TN 37620





Location

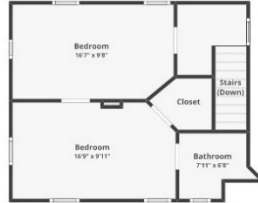
920 Holston Ave.
Bristol, TN 37620



General Floor Plan



DETACHED GUEST HOUSE FLOOR 1



DETACHED GUEST HOUSE FLOOR 2



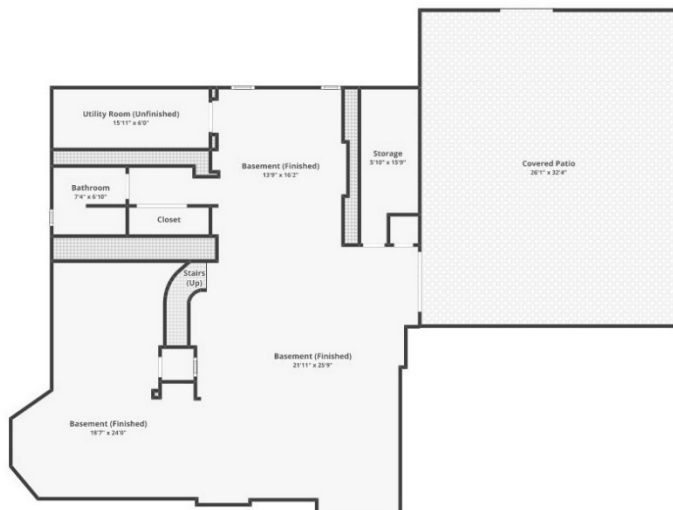
DETACHED POOL HOUSE



FLOOR 1



FLOOR 2



BASEMENT



FLOOR 3



General Floor Plan Main Home

Auction Services

Total: 6,281 sq. ft.

Floor 1



Floor 2



Basement

Floor 3



Main Home

Floor 1

2,497 sq. ft.



Main Home Floor 2

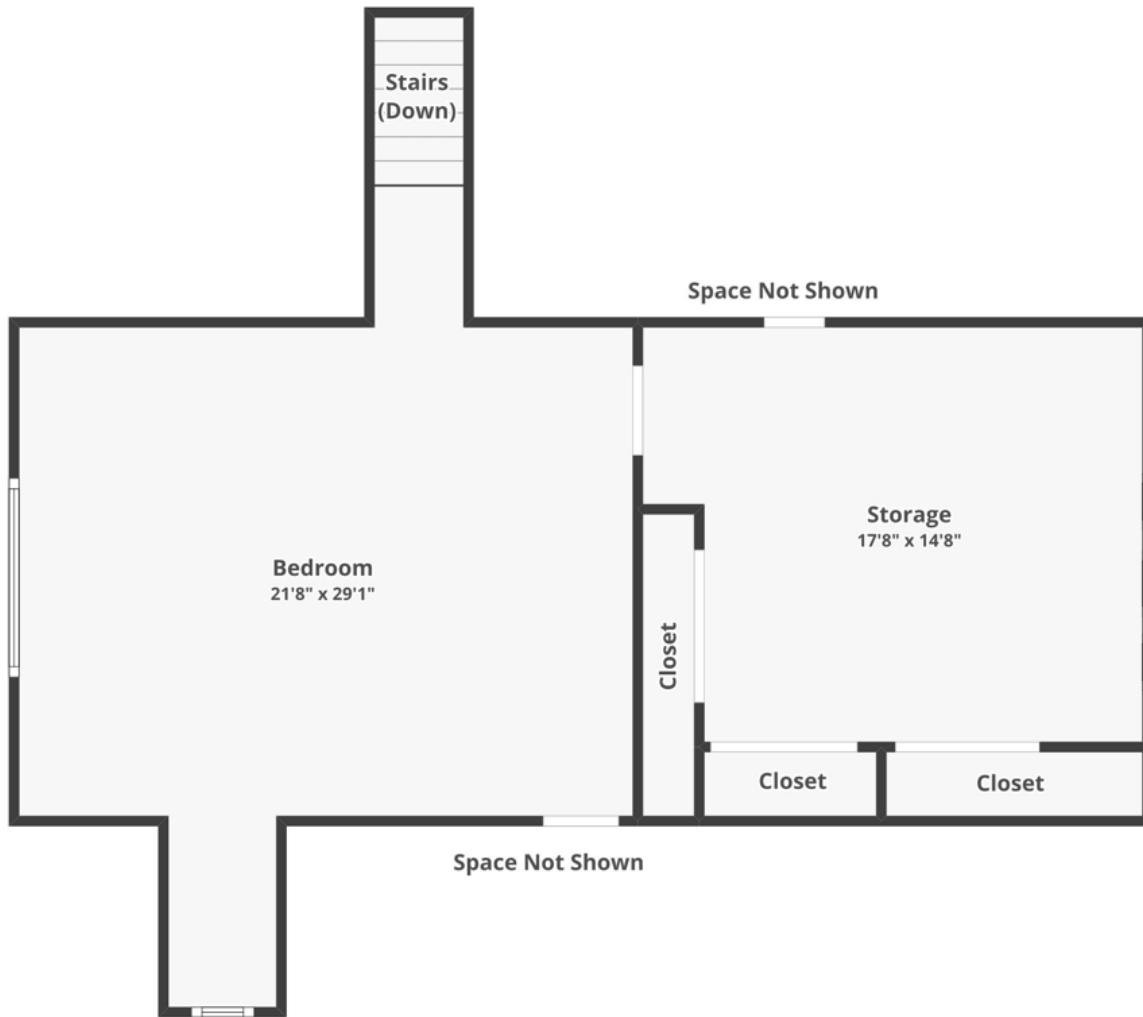
1,685 sq. ft.



Main Home

Floor 3

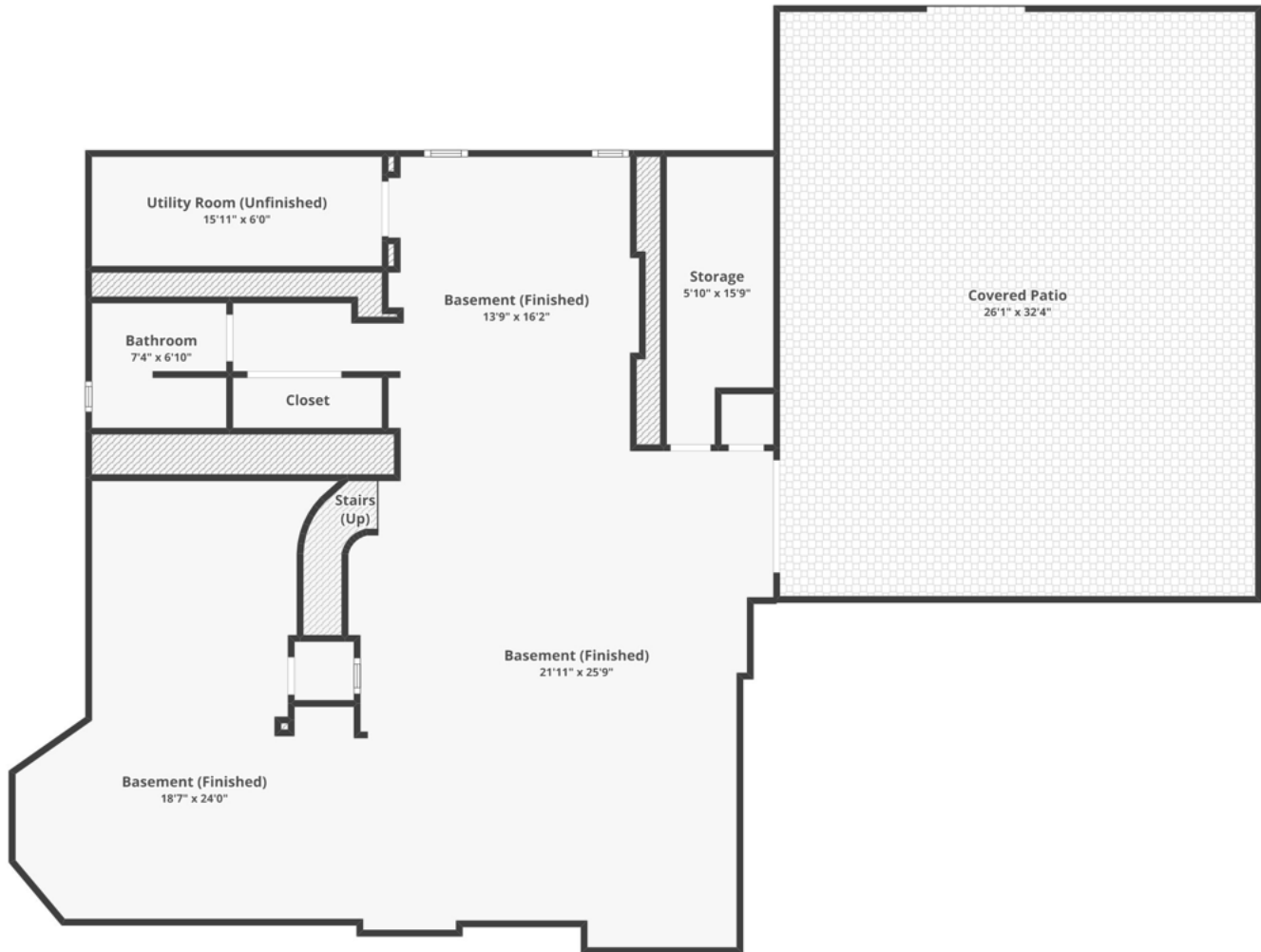
707 sq. ft.





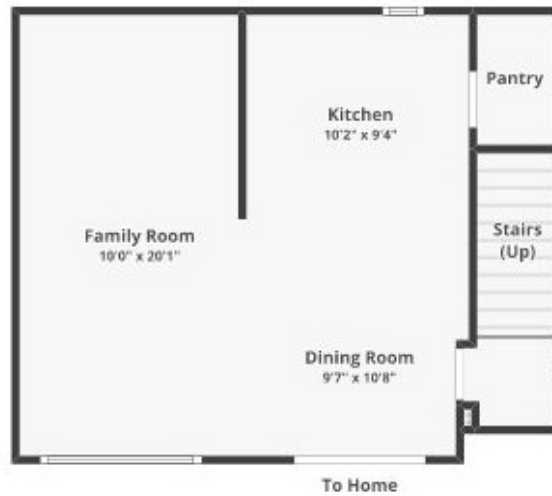
Main Home Basement

1,392 sq. ft.



Guest House

Total: 864 sq. ft.



DETACHED GUEST HOUSE FLOOR 1



DETACHED GUEST HOUSE FLOOR 2



Pool House

340 sq. ft.



To Home



Sullivan (082)
Tax Year 2026 | Reappraisal 2025
 Jan 1 Owner
 MANNING DAVID R &
 MICHELLE G
 920 HOLSTON AVE
 BRISTOL TN 37620

HOLSTON AVE 920
 Ctr Map: 020E Group: F Parcel: 009.00 Sl: 000
 Current Owner

Value Information
 Land Market Value: \$34,900
 Improvement Value: \$1,153,300
 Total Market Appraisal: \$1,188,200
 Assessment Percentage: 25%
 Assessment: \$297,050

Subdivision Data
 Subdivision: HOLSTON ADD
 Plat Book: 1 Plat Page: 5 Block: 3 Lot: 6

Additional Information
 LTS 14-16 AND PT 5 & 13
General Information
 Class: 00 - Residential
 City #: 090
 Special Service District 1: 000
 District: 17
 Number of Buildings: 2
 Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC
 Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL
 GAS

Residential Building #: 1
 Improvement Type: 03 - SPECIAL_RES
 Exterior Wall: 04 - SIDING AVERAGE
 Heat and AC: 7 - HEAT AND COOLING SPLIT
 Quality: 2+ - ABOVE AVERAGE +
 Square Feet of Living Area: 5700
 Foundation: 02 - CONTINUOUS FOOTING
 Roof Framing: 02 - GABLE/HIP
 Cabinet/Millwork: 04 - ABOVE AVG
 Interior Finish: 10 - PANEL-PLAST-DRYWALL
 Bath Tiles: 00 - NONE
 Shape: 04 - IRR SHAPE

Stories: 3.00
Actual Year Built: 1908
Plumbing Fixtures: 15
Condition: AV - AVERAGE
Floor System: 04 - WOOD W/ SUB FLOOR
Roof Cover/Deck: 13 - PREFIN METAL CRIMPED
Floor Finish: 09 - HARDWOOD/PARQUE
Paint/Decor: 04 - ABOVE AVERAGE
Electrical: 04 - ABOVE AVG
Structural Frame: 00 - NONE

City: BRISTOL
Special Service District 2: 000
Neighborhood: B01
Number of Mobile Homes: 0
Utilities - Electricity: 01 - PUBLIC
Zoning:

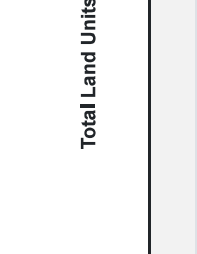
Building Areas
Areas
 BAS - BASE 2,700
 BSF - BASE SEMI FINISHED 1,200
 OPF - OPEN PORCH FINISHED 470
 OPF - OPEN PORCH FINISHED 110
 OPF - OPEN PORCH FINISHED 195
 OPF - OPEN PORCH FINISHED 119
 CPF - CARPORT FINISHED 576
 CPF - CARPORT FINISHED 750
 USH - UPPER STORY HIGH 1,200
 USH - UPPER STORY HIGH 1,800

Outbuildings & Yard Items
 Long OutBuilding & Yard Items list on subsequent pages

Sale Information
 Long Sale Information list on subsequent pages

Land Information
 Deed Acres: 0
 Calculated Acres: 1.22
 Total Land Units: 1.22

Soil Class
 Land Code
 01 - RES 1.22



Residential Building #: 2

Improvement Type:

51 - SINGLE FAMILY

Exterior Wall:

04 - SIDING AVERAGE

Heat and AC:

3 - RADIANT HEAT

Quality:

1 - AVERAGE

Square Feet of Living Area:

960

Foundation:

02 - CONTINUOUS FOOTING

Roof Framing:

02 - GABLE/HIP

Cabinet/Millwork:

02 - BELOW AVG

Interior Finish:

07 - DRYWALL

Bath Tiles:

00 - NONE

Shape:

01 - RECTANGLE

Building Sketch



Stories:

2.00

Actual Year Built:

1925

Plumbing Fixtures:

2

Condition:

AV - AVERAGE

Floor System:

04 - WOOD W/ SUB FLOOR

Roof Cover/Deck:

03 - COMPOSITION SHINGLE

Floor Finish:

11 - CARPET COMBINATION

Paint/Decor:

03 - AVERAGE

Electrical:

03 - AVERAGE

Structural Frame:

00 - NONE

Building Areas

Areas	Square Feet
BAS - BASE	480
USF - UPPER STORY FINISHED	480

Outbuildings & Yard Items

Building #	Type	Description	Area/Units
1	GFD - DETACHED GARAGE FINISHED	25X28	700
1	PTO - PATIO	25X33	825
1	UTB - UTILITY BUILDING	16X24	384
1	POL - SWIMMING POOL	16X32	512

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/27/2012	\$115,000	3043	2215	I - IMPROVED	WD - WARRANTY DEED	M - PHYSICAL DIFFERENCE
11/18/1998	\$0	429	374		-	-
7/15/1993	\$339,900	335	585	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
1/19/1988	\$380,000	270	893	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED

10060

BOOK 00629 PAGE 554

THIS DEED made and entered into this the 31st day of May, 2005, by and between CHARLES A. HARLEY, unmarried, and SHELBY J. HOPKINS, unmarried, hereinafter referred to as Grantors, and DAVID R. MANNING and MICHELLE G. MANNING, husband and wife, hereinafter referred to as Grantees;

WITNESSETH:

That for and in consideration of the sum of **TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00)**, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantors has bargained and sold, and do hereby grant, transfer and convey unto the Grantees a certain tract or parcel of land, lying and being situate in the Seventeenth (17th) Civil District of Sullivan County, at Bristol, Tennessee, and more particularly described as follows:

PARCEL 1

TAX MAP NUMBER: 20-D E 14.00

BEING popularly known as 708 State Street, Bristol, Tennessee 37620

AND SITUATE in the Seventeenth (17th) Civil District of Sullivan County, at Bristol, Tennessee, and more particularly described as follows:

BEING on the south side of State Street and beginning at a point in the Barker line, 75.15 feet west of the west line of Seventh Street, thence in the southerly direction with said Barker line 85 feet to a point near the center of Beaver Creek; thence in a westerly direction, a line parallel to the south line of State Street, one foot, thence in the southwesterly direction with the center of Beaver Creek 30 feet more or less, to the line of property of H. Taylor; thence in a northerly direction and with the center of the party wall between H. Taylor and the property hereby conveyed, 100 feet, more or less, to the south line of State Street, at a point 44 feet east of the center of Sterchi Bros.' wall; thence in an easterly direction with the south side of State Street, 24.4 feet to the BEGINNING.

AND BEING the identical property in all respects as was conveyed to Charles A. Harley, unmarried, and Shelby J. Hopkins, unmarried, from Phillip G. Parris and Janet M. Parris, husband and wife, by deed dated March 11,

Prepared By: Thomson Lipscomb, Attorney-at-Law, P O Drawer 310, Boydton, VA 23917

1992, which deed is of record in the Register's Office for Sullivan County at Bristol, Tennessee in Deed Book 323, page 733.

PARCEL 2

TAX MAP NUMBER: 20-D E 13.00

BEING popularly known as 710-712 State Street, Bristol, Tennessee 37620

AND SITUATE in the Seventeenth (17th) Civil District of Sullivan County at Bristol, Tennessee and more particularly described as follows:

BEGINNING at a point in the center-line of a party wall in the South line of State Street, which point is S 88° 30' E 192.65 feet from the Southeast corner of State Street and Eighth Street and which point is also the Northeast corner of property now or formerly owned by Bristol Sheltered Workshop, Inc.; thence with the center-line of said party wall and the extension thereof S 01° 14' W 125.0 feet to a point; thence with a line parallel to State Street S 88° 30' E 35 feet, more or less, to a point in Beaver Creek; thence with Beaver Creek in a Northeasterly direction 26 feet, more or less, to a point, corner to property now or formerly owned by Eleanor T. Reynolds; thence with the Reynolds line and continuing with the center-line of a party wall N 01° 14' E 100.0 feet, more or less, to a point in the South line of State Street, which point is N 88° 30' W 99.4 feet from the Northwest corner of State Street and Seventh Street, thence with the South line of State Street N 88° 30' W 44.0 feet to the point of BEGINNING.

AND BEING the identical property in all respects as was conveyed to Charles A. Harley, unmarried and Shelby J. Hopkins, unmarried, from Phillip G. Parris and Janet M. Parris, husband and wife, by deed dated January 10, 1990 and is of record in the Register's Office for Sullivan County at Bristol, Tennessee in Deed Book 302, Page 685.

TO HAVE AND TO HOLD said property, together with all improvements thereon and appurtenances thereunto in any wise belonging, unto said Grantees, their lawful heirs and assigns, in fee simple forever.

Said Grantors covenant with said Grantees that they are lawfully seized and possessed of said property, and have good right and full authority to convey the same, and that the same is free from all encumbrances; and they further covenant to forever warrant and defend the title to said property, unto said Grantees, their lawful heirs and assigns,

Prepared By: Thomson Lipscomb, Attorney-at-Law, P O Drawer 310, Boydton, VA 23917

against the lawful claims of all persons whomsoever.

Taxes for the year 2004 were prorated at closing and taxes for future years are hereby expressly assumed by the Grantees.

This conveyance is made subject to the legal easements, reservations and restrictions imposed by the Bristol Regional Planning Commission and subject to all other valid and presently binding recorded restrictions, conditions and easements affecting said property and subject to any easements which a visual inspection would disclose.

IN TESTIMONY WHEREOF, Witness the signatures of the Grantors on the day and year first herein written.

Charles A. Harley
CHARLES A. HARLEY

Shelby J. Hopkins
SHELBY J. HOPKINS

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, on this 31st day of May, 2005, the undersigned authority, a Notary Public, in and for said State and County, the within named bargainer, CHARLES A. HARLEY, unmarried, and SHELBY J. HOPKINS, with whom I am personally acquainted, (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument as their free act and deed for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid on this the 31st day of May, 2005.

Jane T. Fletcher
Notary Public

My commission expires: 09/23/07



Prepared By: Thomson Lipscomb, Attorney-at-Law, P O Drawer 306, Boydton, VA 23917

NAME AND ADDRESS OF PROPERTY OWNER(S)


DAVID R. MANNING &
MICHELLE G. MANNING
206 Skyline Drive
924 MARYLAND AVENUE
BRISTOL, TN 37620

MARY LOU DUNCAN
REGISTER OF DEEDS
SULLIVAN COUNTY, TENNESSEE
5-31-2005 TIME 12:50
BOOK 00629 PAGE 554
TAX 740.00 CCF 2 1.00
FEE 20.00 TOTAL 763.00
RECEIPT NO. 30249-001

NAME AND ADDRESS OF PERSON(S)
OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE
REAL PROPERTY TAX:

SAME

The undersigned does hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is **\$200,000.00**, which the property transferred would command at a fair and voluntary sale.



Sworn to and subscribed before me this 31st day of May, 2005.



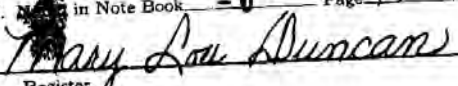
Notary Public

My commission expires: 09/23/07



Prepared By: Thomson Lipscomb, Attorney-at-Law, P O Drawer 310, Boydton, VA 23917

Sullivan County, Tenn. Register of Deeds: Received for record on the 31 day of MAY - 2005 at 12:50 P.M. in Note Book -61 Page 27



Register

PURCHASE AND SALE AGREEMENT

1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,
 2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

3 _____ (“Buyer”) agrees to buy and the
 4 undersigned seller David Manning & Michelle Manning (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

5 All that tract of land known as: 920 Holston Ave
 6 (Address) Bristol (City), Tennessee, 37620 (Zip), as recorded in
 7 Sullivan County Register of Deeds Office, 3043 deed book(s), 2215 page(s),
 8 and/or _____ instrument number and as further described as:

9 **Parcel ID: 020E F 009.00** _____ together with all
 10 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

11 **A. INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans;
 12 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm
 13 doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-
 14 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace
 15 doors and attached screens; all security system components and controls; garage door opener(s) and all (at least 0)
 16 remote controls; any wired electric vehicle wall charging stations; swimming pool and its equipment; awnings;
 17 permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball
 18 goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen
 19 TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all
 20 available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including
 21 mailboxes and/or amenities.

22 **B.** Other items that **REMAIN** with the Property at no additional cost to Buyer:

23 **C.** Items that **SHALL NOT REMAIN** with the Property:

24 **D. LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel
 25 tank, etc.): n/a.

26 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in
 27 full by Seller at or before Closing.

28 Buyer does not wish to assume a leased item. **(THIS BOX MUST BE CHECKED IN ORDER FOR IT TO
 29 BE A PART OF THIS AGREEMENT.)**

30 Buyer does not wish to assume Seller’s current lease of _____;
 31 therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

32 **E. FUEL:** Fuel, if any, shall be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

33 **2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided
 34 herein, Buyer shall at Closing have sufficient cash to complete the purchase of the Property under the terms of
 35 this Purchase and Sale Agreement (hereinafter “Agreement”). The purchase price to be paid is: \$ _____,
 36 _____ U.S. Dollars, (“Purchase Price”) which

37 shall be disbursed to Seller or Seller’s Closing Agency by one of the following methods:

- 38 i. a Federal Reserve Bank wire transfer;
- 39 ii. a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- 40 iii. other such form as is approved in writing by Seller.

41 **A. Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer’s ability to obtain
 42 a loan(s) in the principal amount up to _____% of the Purchase Price listed above to be secured by a deed of trust
 43 on the Property. “Ability to obtain” as used herein means that Buyer is qualified to receive the loan described herein
 44

based upon Lender’s customary and standard underwriting criteria. In consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below **(Select the appropriate box.):**

- Conventional Loan FHA Loan; attach addendum
- VA Loan; attach addendum Rural Development/USDA
- Other **Not subject to financing**

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

Loan Obligations: The Buyer agrees and/or certifies as follows:

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller’s representative of having applied for the loan and provide Lender’s name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
 - a. Buyer has secured evidence of hazard insurance which shall be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;
 - b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
 - c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer’s financial condition which would adversely affect Buyer’s ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above **and provide notice as required**, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived.

✘ B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)

(e.g. “All Cash”, etc.): Buyer’s obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: _____ (e.g. bank statement, Lender’s commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived.

C. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).

- ✘ 1.** This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon

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104 Purchase Price. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of
 105 Agreement.

106 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed
 107 upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied.
 108 In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby
 109 acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer
 110 shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have
 111 three (3) days to either:

112 1. waive the appraisal contingency via the Notification form or equivalent written notice
 113 **OR**
 114 2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written
 115 notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.
 116 In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth
 117 above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis
 118 for loan denial or termination of Agreement. Seller shall have the right to request any supporting
 119 documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.

120 **D. Closing Expenses.**

121 1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties,
 122 release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees;
 123 fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property
 124 management companies, mortgage holders or other liens affecting the Property; Seller’s closing fee, document
 125 preparation fee and/or attorney’s fees; fee for preparation of deed; notary fee on deed; and financial institution
 126 (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any
 127 lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is
 128 required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by
 129 Seller.

130 **In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property**
 131 **Tax Act, (hereinafter “FIRPTA”), Seller additionally agrees that such Tax Withholding must be collected**
 132 **from Seller by Buyer’s Closing Agent at the time of Closing.** In the event Seller is not subject to FIRPTA,
 133 Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject
 134 to FIRPTA. *It is Seller’s responsibility to seek independent tax advice or counsel prior to the Closing Date*
 135 *regarding such tax matters.*

136 2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust;
 137 Buyer’s closing fee, document preparation fee and/or attorney’s fees; preparation of note, deed of trust, and other
 138 loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private
 139 mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid
 140 interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated
 141 within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal,
 142 origination, discount points, application, commitment, underwriting, document review, courier, assignment,
 143 photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller’s
 144 proceeds according to the terms of this Agreement.

145 3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the
 146 Tennessee Department of Commerce and Insurance) shall be paid as follows:

147 **By Purchaser**

148 Simultaneous issue rates shall apply. It is the Buyer’s responsibility to seek independent advice or counsel prior
 149 to Closing from Buyer’s Closing Agency regarding the availability and coverage provided under an American
 150 Land Title Association Standard Owner’s Insurance Policy and, if available, a Homeowner’s Title Insurance
 151 Policy which provides additional coverage.

152 **Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction**
 153 **and may be modified as follows:**

154
 155
 156
 157
 158 **Closing Agency for Buyer & Contact Information:** TBD by selection of the purchaser
 159

Closing Agency for Seller & Contact Information: TBD by selection of the seller160
161

162 3. **Earnest Money/Trust Money.** Buyer has paid or shall pay within 1 days after the Binding Agreement Date to
 163 _____ (name of Holder) (“Holder”) located at
 164 _____ (address of Holder), an Earnest
 165 Money/Trust Money deposit of \$ 10,000.00 by check (OR
 166 _____) (“Earnest Money/Trust Money”).

167 **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not
 168 timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by
 169 the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer’s failure to deposit the
 170 agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money
 171 in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and
 172 Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer’s representative written notice
 173 via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in
 174 immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller’s
 175 right to terminate, and the Agreement shall remain in full force and effect.

176 **B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is
 177 to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest
 178 Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse
 179 Earnest Money/Trust Money only as follows:

- 180 (a) at Closing to be applied as a credit toward Buyer’s Purchase Price;
 181 (b) upon a written agreement signed by all parties having an interest in the funds;
 182 (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest
 183 Money/Trust Money;
 184 (d) upon a reasonable interpretation of the Agreement; or
 185 (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having
 186 jurisdiction over the matter.

187 Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including
 188 reasonable attorney’s fees. The prevailing party in the interpleader action shall be entitled to collect from the other
 189 party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be
 190 liable for the same) for any matter arising out of or related to the performance of Holder’s duties under this Earnest
 191 Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after
 192 deposit unless written evidence of clearance by bank is provided.

193 **4. Closing, Prorations, Special Assessments and Warranties Transfer.**

194 **A. Closing Date.** This transaction shall be closed (“Closed”) (evidenced by delivery of warranty deed and payment of
 195 Purchase Price, the “Closing”), and this Agreement shall expire, at 11:59 p.m. local time on the 24 day of
 196 August , 2026 (“Closing Date”), or on such earlier date as may be agreed to by the
 197 parties in writing. Such expiration does not extinguish a party’s right to pursue remedies in the event of default. Any
 198 extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or
 199 equivalent written agreement.

200 **1. Possession.** Possession of the Property is to be given (**Select the appropriate boxes below. Unselected items**
 201 **shall not be part of this Agreement**):

202 at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;

203 **OR**

204 as agreed in the attached and incorporated Temporary Occupancy Agreement;

205 **B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar
 206 year in which the sale is Closed shall be prorated as of the Closing Date. If the final tax rate for the current year has
 207 not been set by the Taxing Authority at time of Closing, the tax rate and property assessment for the immediately
 208 preceding calendar year shall be utilized for calculation of the tax proration. In the event of a change or reassessment
 209 of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents,
 210 dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.

211 **C. Greenbelt.** If property is currently classified by the property tax assessor as “Greenbelt” (minimum of 15 acres or
 212 otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (**Select the appropriate boxes**
 213 **below. Unselected items shall not be part of this Agreement**):

- 214 Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's
- 215 responsibility to make timely and proper application to ensure such status. Buyer's failure to timely and properly
- 216 make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer
- 217 should consult the tax assessor for the county where the property is located prior to making this offer to verify
- 218 that their intended use shall qualify for Greenbelt classification.
- 219 Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller
- 220 at time of closing.

221 **D. Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at

222 or prior to Closing unless otherwise agreed as follows:

223 _____.

224 **E. Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any

225 manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by

226 their terms may be transferable to Buyer.

227 **F. Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related

228 administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the

229 transfer of Property and/or like expenses which are required by the association, property management company and/or

230 the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless

231 specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

232 **5. Title and Conveyance.**

233 **A.** Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s)

234 good and marketable title to said Property by general warranty deed, subject only to:

- 235 (1) zoning;
- 236 (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement
- 237 Date upon which the improvements do not encroach;
- 238 (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
- 239 Binding Agreement Date; and
- 240 (4) leases and other encumbrances specified in this Agreement.

241 If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other

242 information discloses material defects, Buyer may, at Buyer's discretion:

- 243 (1) accept the Property with the defects **OR**
- 244 (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice
- 245 of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to
- 246 Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced
- 247 by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by
- 248 the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer
- 249 shall be entitled to refund of Earnest Money/Trust Money.

250 Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in

251 Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the

252 purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title

253 insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the

254 issuing title insurance company.

255 **B.** Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 2, Part 3 and is not a prohibited foreign party

256 or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in

257 Tennessee pursuant to the statute.

258 **C. Deed.** Name(s) on Deed to be: _____ It

259 is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer

260 holds title.

261 **D. Association Lien Payoff.** In the event the Property is subject to mandatory association assessments or other fees,

262 which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven

263 (7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to

264 the Property is current or setting forth the sum due to bring the account current.

265 **6. Public Water or Public Sewer Systems**

266 In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the

267 Property is required by a governmental agency/authority or Lender, Buyer shall promptly notify the Seller via the

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268 Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but
 269 not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water
 270 or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such
 271 cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed
 272 by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a
 273 refund of the Earnest Money/Trust Money.

274 **7. Lead-Based Paint Disclosure (Select the appropriate box.)**

275 does not apply. does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure)

276 **8. Inspections.**

277 **A. Buyer’s Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection**
 278 **report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation**
 279 **Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise**
 280 **stipulated in this Agreement.** The parties hereto agree that in the event Buyer shall elect to contract with a third-
 281 party inspector to obtain a “Home Inspection” as defined by Tennessee law, said inspection shall be conducted by a
 282 licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on
 283 Buyer’s own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed)
 284 professional to conduct inspections of particular systems or issues within such professional’s expertise or licensure,
 285 including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as
 286 said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. **Seller shall cause**
 287 **all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all**
 288 **inspections and tests under this Agreement.** Buyer agrees to indemnify Seller from the acts of Buyer, Buyer’s
 289 inspectors and/or representatives in exercising Buyer’s rights under this Purchase and Sale Agreement. Buyer’s
 290 obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain
 291 enforceable.

292 **Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items)**
 293 **disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building**
 294 **codes, unless required to do so by governmental authorities.**

295 **B. Initial Inspections.** Buyer and/or Buyer’s inspectors/representatives shall have the right and responsibility to enter
 296 the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer
 297 and/or Buyer’s inspectors/representatives shall have the right to perform a visual analysis of the condition of the
 298 Property, any reasonably accessible installed components, the operation of the Property’s systems including but not
 299 limited to the following components: heating systems, cooling systems, electrical systems, plumbing systems,
 300 structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect
 301 the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

302 **C. Wood Destroying Insect Infestation Inspection Report.** If desired by Buyer or required by Buyer’s Lender, it shall
 303 be Buyer’s responsibility to obtain *at Buyer’s expense* a Wood Destroying Insect Infestation Inspection Report (the
 304 “Report”), which shall be made by a Tennessee licensed and chartered pest control operator. Requests for treatment
 305 or for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 8.D.,
 306 Buyer’s Inspection and Resolution below.

307 **D. Buyer’s Inspection and Resolution.** Within _____ days after the Binding Agreement Date (“Inspection Period”),
 308 Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood
 309 Destroying Insect Infestation Inspection Report **AND** shall provide written notice of such to Seller as described below.
 310 ***In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein,***
 311 ***the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property***
 312 ***in its current condition, normal wear and tear excepted.***

313 **In said notice Buyer shall either:**

314 (1) In consideration of Buyer having conducted Buyer’s good faith inspections as provided for herein, the
 315 sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written
 316 specified objections and immediately terminate this Agreement via the Notification form or equivalent
 317 written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination.

318 **OR**

319 (2) accept the Property in its present “AS IS” condition with any and all faults and no warranties expressed or
 320 implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.

321 **OR**

322 (3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or
 323 value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written
 324 notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.
 325 Resolution Period. Seller and Buyer shall then have a period of _____ days following receipt of
 326 the above stated written list (“Resolution Period”) to reach a mutual agreement as to the items to be
 327 repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair /
 328 Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written
 329 list or Repair/Replacement Proposal marks the end of the Inspection Period and the beginning of
 330 the Resolution Period. ***The parties agree to negotiate repairs in good faith during the Resolution***
 331 ***Period.*** Buyer reserves the right to withdraw the above stated written list or Repair/Replacement
 332 Proposal during the Resolution Period via the Notification form or equivalent written notice. Upon
 333 withdrawal, Buyer shall be deemed to have accepted the Property in its present “AS IS” condition
 334 and Seller shall have no obligation to make repairs.

335 **This Agreement shall terminate at the end of the Resolution Period with a refund of**
 336 **Earnest Money/Trust Money to the Buyer, unless one of the following occurs:**

- 337 (1) Seller and Buyer enter into a Repair/Replacement Amendment or written equivalent(s);
- 338 OR
- 339 (2) Buyer provides written notice to Seller that Buyer is accepting Property “AS IS”;
- 340 OR
- 341 (3) Seller and Buyer enter into a written amendment extending the Resolution Period.

342 Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no
 343 Resolution Period. Buyer retains the right to perform Buyer’s Inspections and to timely furnish Seller with a list
 344 of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept
 345 the Property in its present AS IS condition as provided under D (2) above.

346 **✕ E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**
 347 **Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this**
 348 **Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).**

349 **9. Completion of Repairs.** In the event a Completion of Repairs Deadline is not established in a Repair/ Replacement
 350 Amendment or written equivalent, the Buyer shall use the Final Inspection to determine that all repairs/ replacements
 351 agreed to during the Resolution Period, if any, have been completed.

352 In the event repairs have not been completed by the established deadline, Seller shall be considered in default of this
 353 Agreement and Buyer may terminate via the Notification Form or written equivalent. Upon termination, Earnest Money/
 354 Trust Money shall be returned to Buyer.

355 **10. Final Inspection.** Buyer and/or Buyer’s inspectors/representatives shall have the right to conduct a final inspection of
 356 Property on the Closing Date or within 3 day(s) prior to the Closing Date only to confirm Property is in the same or
 357 better condition as it was on the Binding Agreement Date, normal wear and tear excepted. Property shall remain in such
 358 condition until Closing at Seller’s expense.

359 **Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise**
 360 **mutually agreed upon in writing.**

361 **11. Buyer’s Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address
 362 the concern by specific contingency in the Special Stipulations Section of this Agreement.

363 **A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary
 364 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or
 365 Boundary Line Survey and Flood Zone Certifications.

366 **B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include
 367 factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the
 368 buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the
 369 insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether
 370 any exclusions shall apply to the insurability of said Property.

371 **C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of
 372 Buyer to determine the compliance of the system with state and local requirements. [For additional information on
 373 this subject, request the “Water Supply and Waste Disposal Notification” form.]

374 **D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of
 375 Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee,
 376 obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division
 377 of Ground Water Protection. [For additional information on this subject, request the “Water Supply and Waste
 378 Disposal Notification” form.]

379 **E. Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium
 380 declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of
 381 the Property by Buyer.

382 **12. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller
 383 and/or Buyer and their brokers (collectively referred to as “Brokers”) are not parties to this Agreement and do not have or
 384 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not
 385 be responsible for any of the following, including but not limited to, those matters which could have been revealed through
 386 a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the
 387 Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on
 388 the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement
 389 and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal
 390 consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community
 391 amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school
 392 districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the
 393 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and
 394 availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller
 395 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,
 396 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
 397 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
 398 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
 399 that they secure the services of appropriately credentialed experts and professionals of Buyer’s or Seller’s choice for the
 400 independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing
 401 materials, and digital media used in the marketing of the property may continue to remain in publication after Closing.
 402 Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media
 403 which the Broker is not in control.

404 **13. Brokerage.** As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this
 405 transaction may receive compensation for their services; the compensation may come from more than one party. All
 406 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a
 407 third-party beneficiary only for the purposes of enforcing their compensation rights, and as such, shall have the right to
 408 maintain an action on this Agreement for any and all compensations due and any reasonable attorney’s fees and court
 409 costs. **Broker compensation is not set by law and compensation rates are fully negotiable.**

410 **14. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and
 411 shall be applied as a credit against Seller’s damages. Seller may elect to sue, in contract or tort, for additional damages or
 412 specific performance of the Agreement, or both. Should Seller default, Buyer’s Earnest Money/Trust Money shall be
 413 refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this
 414 Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including
 415 suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover
 416 all costs of such enforcement, including reasonable attorney’s fees. In the event that any party exercises its right to
 417 terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to
 418 pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree
 419 that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or
 420 obligations as a defense in the event of a dispute.

421 **15. Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. **(Select the**
 422 **appropriate box below. Items not selected are not part of this Agreement).**

423 **Home Protection Plan.** Seller to pay \$ 499.00 for the purchase of a limited home
 424 protection plan to be funded at Closing. Plan Provider: America's Preferred Home Warranty.
 425 Ordered by: Blue Ridge Land and Auction (Real Estate Company)

426 **Home Protection Plan waived.**

427 **16. Non-Assignability.** This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent
 428 by the Seller.

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429 **17. Other Provisions.**

- 430 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement
 431 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and
 432 approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no
 433 modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement.
 434 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It
 435 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not
 436 have the authority to bind the Buyer, Seller or any approved assignee to any contractual agreement unless specifically
 437 authorized in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this
 438 Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of
 439 acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding
 440 Agreement Date for purposes of establishing performance deadlines.
- 441 **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after
 442 Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement
 443 and shall be fully enforceable thereafter.
- 444 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and
 445 shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 446 **D. Time of Essence.** Time is of the essence in this Agreement.
- 447 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
 448 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
 449 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
 450 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
 451 determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as defined
 452 herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement
 453 Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday
 454 or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein
 455 are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this
 456 Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).
- 457 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver
 458 such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this
 459 Agreement, including any information a reporting officer, such as a closing agent, may need to complete any reporting
 460 mandated by federal, state, or local governments (e.g. FINCEN, FIRPTA, etc.). Except as to matters which are
 461 occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the
 462 parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller
 463 agree that if requested after Closing, they shall correct any documents and pay any amounts due where such corrections
 464 or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
- 465 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
 466 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission
 467 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)
 468 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice
 469 by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that
 470 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 471 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of
 472 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this
 473 Agreement with a refund of Earnest Money/Trust Money to Buyer.
- 474 **I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial
 475 status, or national origin.
- 476 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
 477 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
 478 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the
 479 event that the contract fails due to the severed provisions, then the offending language shall be amended to be in
 480 conformity with state and federal law.

- 481 **K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution,
- 482 incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- 483 **L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any
- 484 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- 485 **M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the
- 486 content of this Agreement or limit the scope of any Section.

487 **18. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering
 488 into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known
 489 exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation
 490 test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and
 491 Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make
 492 available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request;
 493 (e) if any single-family residence located on the Property has been moved from an existing foundation to another foundation
 494 where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was
 495 issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the
 496 public sewer system.

497 **19. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal,
 498 or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated
 499 as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by
 500 original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable
 501 State or Federal law.

502 **20. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part
 503 of this Agreement:
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510 **21. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:
 511 **See auction guidelines**
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22. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 o'clock a.m./ p.m.; on the 9th day of July, 2026.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box “” must be marked to be a part of this Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

588

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589 **BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND**
590 **UNDERSTAND ALL TERMS OF THIS AGREEMENT.**

591 Buyer hereby makes this offer.

592 _____

593 **BUYER** _____ **BUYER** _____

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

595 **Offer Date** _____ **Offer Date** _____

596 Seller hereby:

597 **ACCEPTS** – accepts this offer.

598 **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).

599 **REJECTS** – rejects this offer and makes no counter offer.

600 _____

601 **SELLER** David Manning **SELLER** Michelle Manning

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

603 **Date** _____ **Date** _____

604 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
605 on _____ at _____ o'clock am/ pm, and this shall be referred to as the Binding Agreement Date for
606 purposes of establishing performance deadlines as set forth in the Agreement.

For Information Purposes Only:

Listing Firm: <u>Keller Williams Bristol</u>	Buying Firm: _____
Listing Firm Address: <u>930 Shelby St Bristol, TN</u>	Buying Firm Address: _____
Firm License No.: _____	Firm License No.: _____
Firm Telephone No.: <u>423-</u>	Firm Telephone No.: _____
Listing Licensee: <u>Felecia Leonard</u>	Buying Licensee: _____
Licensee License Number: <u>364889</u>	Licensee License Number: _____
Licensee Email: <u>fleonardrealtor@gmail.com</u>	Licensee Email: _____
Licensee Cellphone No.: <u>423-967-2187</u>	Licensee Cellphone No.: _____
Home Owner's / Condominium Association ("HOA/COA")/ Property Management Company: _____ n/a _____	
Phone: _____	Email: _____

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Co-Listing Information:
Firm: United Country Blue Ridge Land and Auction
Address: 102 S Locust St. Floyd, VA
Firm License No:
Phone No: 540-745-2005
Listing Licensee/Auctioneer: Matthew Gillmore
Licensee No:
Licensee Email: gallimore.matt@gmail.com
Phone No: 540-239-2585

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TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 920 Holston Ave. CITY Bristol

2 SELLER'S NAME(S) Michelle Manning David Manning PROPERTY AGE _____

3 DATE SELLER ACQUIRED THE PROPERTY _____ DO YOU OCCUPY THE PROPERTY? _____

4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? _____

5 (Check the one that applies) The property is a site-built home non-site-built home

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

- 11 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
12 best of the seller's knowledge as of the Disclosure date.
- 13 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 14 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
15 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 16 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information
17 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-
18 5-204).
- 19 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 20 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
21 agreed to in the purchase contract.
- 22 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 23 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
24 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
25 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 only
27 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
28 (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 auctions,
30 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the
31 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 the
34 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 is
36 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 buyer
40 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 41 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
42 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.

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43 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
44 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
45 disposal system permit.

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

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

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

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

67 INSTRUCTIONS TO THE SELLER

68 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
69 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
70 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

71 A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- 72 Range Wall/Window Air Conditioning Garage Door Opener(s) (Number of openers _____)
- 73 Window Screens Oven Fireplace(s) (Number) 1
- 74 Intercom Microwave Gas Starter for Fireplace
- 75 Garbage Disposal Gas Fireplace Logs TV Antenna/Satellite Dish
- 76 Trash Compactor Smoke Detector/Fire Alarm Central Vacuum System and attachments
- 77 Spa/Whirlpool Tub Burglar Alarm Current Termite contract
- 78 Water Softener Patio/Decking/Gazebo Hot Tub
- 79 220 Volt Wiring Installed Outdoor Cooking Grill Washer/Dryer Hookups
- 80 Sauna ^{3 Phase} Irrigation System Pool
- 81 Dishwasher A key to all exterior doors Access to Public Streets
- 82 Sump Pump Rain Gutters Heat Pump
- 83 Central Heating Central Air
- 84 Other _____ Other _____
- 85 Water Heater: Electric Gas Solar
- 86 Garage: Attached Not Attached Carport
- 87 Water Supply: City Well Private Utility Other _____
- 88 Gas Supply: Utility Bottled Other
- 89 Waste Disposal: City Sewer Septic Tank Other _____

90 Roof(s): Type Metal Age (approx): 11 years

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92 Other Items:
 93 Dumb Waitee / Central Vacuum
 94

95 To the best of your knowledge, are any of the above NOT in operating condition? YES NO

96 If YES, then describe (attach additional sheets if necessary):

97 see attached
 98
 99

100 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
101 Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102 Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103 Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104 Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
105 Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106 Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107 Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
108 Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
109 Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
110 Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

111 If any of the above is/are marked YES, please explain:
 112

113 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:**

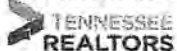
	YES	NO	UNKNOWN
114 1. Substances, materials or products which may be environmental hazards 115 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel 116 or chemical storage tanks, contaminated soil or 117 water, on the subject 118 property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
119 2. Features shared in common with adjoining land owners, such as walls, but 120 not limited to, fences, and/or driveways, with joint rights and obligations 121 for use and maintenance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122 3. Any authorized changes in roads, drainage or utilities affecting the 123 property, or contiguous to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
124 4. Any changes since the most recent survey of the property was done? 125 Most recent survey of the property: _____ (Date) (check here if unknown)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
126 5. Any encroachments, easements, or similar items that may affect your 127 ownership interest in the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
128 6. Room additions, structural modifications or other alterations or 129 repairs made without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
130 7. Room additions, structural modifications or other alterations or 131 repairs not in compliance with building codes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
132 8. Landfill (compacted or otherwise) on the property or any portion 133 thereof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134 9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135 10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
136 11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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		YES	NO	UNKNOWN
137	12. Property or structural damage from fire, earthquake, floods, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138	If yes, please explain (use separate sheet if necessary).			
139				
140				
141	If yes, has said damage been repaired? _____			
142	13. Is the property serviced by a fire department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
144	https://tnmap.tn.gov/fdm/) <u>Bristol Central Fire Station</u>			
145				
146	Is the property owner subject to charges or fees for fire protection,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147	such as subscriptions, association dues or utility fees?			
148	14. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
149	"setback" requirements?			
150	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
152	17. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153	over the subject property?			
154	Name of HOA: _____ HOA Address: _____			
155	HOA Phone Number: _____ Monthly Dues: _____			
156	Special Assessments: _____ Transfer Fees: _____			
157	Management Company: _____ Phone: _____			
158	Management Co. Address: _____			
159	18. Is the location of the property within an improvement district that is			
160	subject to special assessment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
161	Rate of special assessment: _____			
162	19. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
163	courts, walkways or other areas co-owned in undivided interest with others)?			
164	20. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
165	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
166	or shall affect the property?			
167	22. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
168	If yes, please explain, and include a written statement regarding payment			
169	information.			
170				
171				
172	23. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
173	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
174	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175	has excessive moisture accumulation and/or moisture related damage?			
176	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
177	<i>professional inspect the structure in question for the preceding concern and provide a written report of the professional's</i>			
178	<i>finding.)</i>			
179	If yes, please explain. If necessary, please attach an additional sheet.			
180				
181				
182	24. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
183	25. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
184	performed on the property that are determined or accepted by			
185	the Tennessee Department of Environment and Conservation?			
186	If yes, results of test(s) and/or rate(s) are attached.			
187	26. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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foundation to another foundation?

- | | YES | NO | UNKNOWN |
|--|--------------------------|-------------------------------------|--------------------------|
| 189 27. Is this property in a Planned Unit Development? Planned Unit Development | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 190 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, | | | |
| 191 controlled by one (1) or more landowners, to be developed under unified control | | | |
| 192 or unified plan of development for a number of dwelling units, commercial, | | | |
| 193 educational, recreational or industrial uses, or any combination of the | | | |
| 194 foregoing, the plan for which does not correspond in lot size, bulk or type of | | | |
| 195 use, density, lot coverage, open space, or other restrictions to the existing land | | | |
| 196 use regulations." Unknown is not a permissible answer under the statute. | | | |
| 197 28. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 198 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of | | | |
| 199 limestone or dolostone strata resulting from groundwater erosion, causing a | | | |
| 200 surface subsidence of soil, sediment, or rock and is indicated through the | | | |
| 201 contour lines on the property's recorded plat map." This disclosure is required | | | |
| 202 regardless of whether the sinkhole is indicated through the contour lines on the | | | |
| 203 property's recorded plat map. | | | |
| 204 29. Was a permit for a subsurface sewage disposal system for the Property issued | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 205 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If | | | |
| 206 yes, Buyer may have a future obligation to connect to the public sewer system. | | | |

208 D. CERTIFICATION. I/We certify that the information herein, concerning the

see attached sheet

209 real property located at
210 920 Holston Ave.

Bristol

37620

211 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
212 conveyance of title to this property, these changes shall be disclosed in an addendum to this document.

213 Transferor (Seller) *Michelle Manning* Michelle Manning Date 5/6/26 Time 1:30

214 Transferor (Seller) *David Manning* David Manning Date 5/6/26 Time 1:30

216 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
217 appropriate provisions in the purchase agreement regarding advice, inspections or defects.

220 **Transferee/Buyer's Acknowledgment:** I/We understand that this disclosure statement is not intended as a substitute for any
221 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
222 evident by careful observation. **I/We acknowledge receipt of a copy of this disclosure.**

223 Transferee (Buyer) _____ Date _____ Time _____

224 Transferee (Buyer) _____ Date _____ Time _____

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

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. 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 Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® 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.

Intercom system in main home- original to 60's remodel- never used or checked

Electric was inspected and upgraded as needed 12 years ago, with last remodel- upstairs still has some knob and tube

3 phase commercial electrical system- 220 – (800amp)

Breakfast rm- baseboard

Carriage house- radiant wall heaters

Pool house- reverse cycle wall unit

Rest of the main house- 3 heat pump units

Water Heater- top floor for top 2 floors- all electric

2 in basement- one is a back up and not functional

2 gas lines- one to main house and one to pool pump/heater- natural gas- neither are used

Roof- metal 11 years

Dump waiter- has been repaired but still in need repair of one part and a new belt for safety (motor runs)

Central Vacuum- one in attic and one in basement- never used or checked

Warmer drawers- one doesn't work, the other hasn't been used in years

Smoke detectors not in every room but in all bedrooms- old alarm system from older remodel not operational

Irrigation system- 3 water meters-1 main house and carriage house- 1 for pool house and pool area- 1 irrigation system

Irrigation system pvc, did not work when they bought, but there are irrigation lines in the yard

Electric- 2 bills- 1 for main and pool and the other only carriage

Garage door opener- will work but needs extension cord- no remote

Windows painted shut except 3- one in office, one in yellow bdrm, one in Biltmore room, possibly more

Foundation is original cut Limestone- forged from the Mtn

Painted copper gutters