

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

IN RE:

JAMES SKEFOS

Debtor in Possession.

Case No.: 17-28243
Chapter 11

MOTION TO APPROVE SALE OF REAL PROPERTY AND DEBTOR'S INTEREST IN
PARTNERSHIP PROPERTY

COMES NOW the Debtor in Possession ("Debtor") pursuant to 11 U.S.C. 363(c) who brings this Motion and would state as follows:

1. He is a partner in SB Millbranch Partners which owns property at 3817 Chelsea Avenue Ext., Memphis, Tennessee. Said property is a single family dwelling and is appraised by the Shelby County Assessor for \$13,500.00.
2. Pursuant to 11 U.S.C. § 541, Debtor's partnership interest in the above described property is part of the Debtor's bankruptcy estate; however, the partnership property itself is not included in the bankruptcy estate.
3. Pursuant to 11 U.S.C. § 363, after notice and hearing, the chapter 11 trustee may sell property of the estate to persons that are not affiliated with the Debtor.
4. The Debtor has obtained a contract for sale of said property to Gene D. Pruett for the sum of \$9,000.00. A copy of the contract is attached hereto as Exhibit 1.
5. The Debtor believes the sales price obtained reflects the current market value and is the highest and best price and it is in the best interest of Debtor to sell said property. The partners intend to retain the net proceeds in the partnership

account and the Debtor's share will not be distributed to him per the parties partnership agreement.

WHEREFORE, Debtor prays:

1. That the Court waive the notice requirement of Bankruptcy Rule 2002 and set this matter for an expedited hearing on February 1, 2018 along with other matters because no creditor of the Debtor is affected by the sale.
2. That the Court approve the sale of the property at 3817 Chelsea Avenue Ext. by SB Millbranch Partners to Gene D. Pruett for the sum of \$9,000.00 and authorize the Debtor to sign all necessary closing documents.
3. That the Court authorize the Debtor to retain the sales proceeds in the partnership account for further business use.
4. For such other and further relief to which he may be entitled in the premises.

/s/ Eugene G. Douglass
Eugene G. Douglass, #7996
Attorney for Debtors
2820 Summer Oaks Drive
Bartlett, Tennessee 38134
(901) 388-5804

CERTIFICATE OF SERVICE

I, Eugene G. Douglass, Attorney at Law, hereby certify that a copy of the foregoing has been sent to all interested parties by deposit in the regular U. S. Mail, postage prepaid, this 23RD day of January, 2018 and the U. S. Trustee by electronic noticing through the CM/ECF email notice system on this 23RD day of January, 2018.

/s/ Eugene G. Douglass
Eugene G. Douglass

PURCHASE AND SALE AGREEMENT

1 1. Purchase and Sale. The undersigned buyer Gene D. Pruett ("Buyer")
2 agrees to buy and the undersigned seller SB Millbranch Partners ("Seller") agrees to sell all
3 that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known
4 as: 3817 Chelsea Ave Ext (Address),
5 Memphis (City), TN (State), 38108 (Zip), as recorded in Shelby
6 County Register Office, _____ deed book(s), _____ page(s), and further described as:

7 _____
8 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the
9 "Property."

10 A. INCLUDED as part of the property (if present): all attached light fixtures and bulbs including ceiling fans,
11 permanently attached plate glass mirrors, heating, cooling, and plumbing fixtures and equipment; all doors, storm doors
12 and windows, all window treatments and hardware; all wall-to-wall carpet; all built-in kitchen appliances and range; all
13 bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system
14 components and controls; garage door opener and all (at least _____) remote controls; swimming pool and its
15 equipment; awnings, permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mail boxes;
16 attached basketball goals and backboards; TV antennae and satellite dishes (excluding components); central vacuum
17 systems and attachments.

18 B. Other items that REMAIN with the Property at no additional cost to Buyer:
19 _____
20 _____

21 C. Items that WILL NOT REMAIN with the Property:
22 _____
23 _____

24 D. LEASED ITEMS: Leased items that remain with the Property (e.g. security systems, water softener systems, etc.):
25 _____ Balances due shall be the
26 responsibility of _____. If leases are not assumable, it will be Seller's responsibility to pay balance.

27 2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise
28 provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property. The purchase price to be
29 paid is: \$ 9,000.00 , _____ Nine Thousand

30 U.S. Dollars, which shall be disbursed to the Seller by Good Funds as defined by Tennessee Code Annotated. This Agreement
31 is is not contingent upon the appraised value either equaling or exceeding the agreed upon purchase price. If appraised
32 value is equal to or exceeds purchase price, this contingency is satisfied. Purchase is subject to the following:

33 Closing Costs and Discount Points:
34 Seller Expenses: Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs,
35 and applicable recording costs; Seller's closing fee, document preparation fee and/or attorney fee; fee for preparation of deed;
36 and notary fee on deed.

37 Buyer Expenses: Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing
38 fee, document preparation fee and/or attorney fee; preparation of note, deed of trust, and other loan documents; mortgage loan
39 inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required
40 reserved deposits for insurance premiums and taxes; prepaid interest; and reinspection fees pursuant to appraisal; and any costs
41 incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application,
42 commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees.

43 Title Expenses: cost of title search or abstract; mortgagee's policy and owner's policy shall be paid as follows:
44 ~~seller shall pay all closing costs and title expenses~~

45 Buyer to receive benefit of simultaneous issue. ATB
46 Not all of the above items are applicable to every transaction and may be modified as follows:
47 _____
48 _____
49 _____

AS *TB*

50 Closing Agency for Buyer: ~~Mid American Title 993 Cordova Station Ave, Memphis 755-9674 ph~~
51 Closing Agency for Seller: Mark Beanblossom, 1661 Aaron Brenner Dr. Suite 301, Memphis TN
52 Title Company: _____
53 or other Closing Agency as mutually agreed by Seller and Buyer.

54 [Select A or B below. The sections not marked are not a part of this Agreement]:

55 **A. No Financial Contingency:**
56 Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan.
57 Buyer will furnish proof of available funds to close in the following manner: _____
58 (e.g. bank statement, lender's commitment letter) within ___ days after Binding Agreement Date. Failure to close due to
59 lack of funds shall be considered default by Buyer.

60 **B. Financial Contingency - Loan(s) To Be Obtained:** This Agreement is conditioned upon Buyer's ability to
61 obtain a loan(s) in the principal amount of ___ % of the purchase price listed above or \$ _____, to be
62 secured by a deed of trust on the Property; the loan to be paid in consecutive monthly installments of principal and
63 interest over a term of ___ years. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan
64 described herein based upon lender's customary and standard underwriting criteria. In the event Buyer, having acted in good
65 faith, and in accordance with the terms below is unable to obtain financing, Buyer may terminate this agreement with
66 refund of Earnest Money. Lender is defined herein as the financial institution funding the loan. The loan shall be of the
67 type selected below:

- 68 Fixed Rate Loan Adjustable Rate Loan Conventional Conforming Loan Nonconforming Loan
- 69 FHA Loan; attach addendum VA Loan; attach addendum Assumption (attach Assumption Addendum)
- 70 Additional Loan To Be Obtained (e.g. second loan, home equity line of credit, etc.)

71 **Loan Obligations:** The Buyer agrees to
72 (a) make application for the loan within five (5) days after the Binding Agreement Date,
73 (b) immediately notify Seller's representative of having applied for the loan and the name of the lender,
74 (c) pursue qualification for and approval of the loan diligently and in good faith,
75 (d) pay any fees necessary to complete full loan processing and approval, and require lender to order credit report and
76 appraisal within two (2) days after application,
77 (e) continually and immediately provide requested documentation to lender.

78 Should Buyer fail to make timely application as agreed, Seller may make written demand for compliance. If Buyer does
79 not furnish Seller written evidence of application within five (5) days after such notice, Seller's obligation to sell is
80 terminated and Buyer shall be considered in default. Buyer may also apply for a loan with different terms and conditions
81 and also close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan
82 does not increase any costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability
83 to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.
84 Within twenty (20) days after Binding Agreement Date, Buyer shall provide to Seller or Seller's representative a
85 conditional commitment letter from the Buyer's lender providing reasonable assurance of Buyer's ability to obtain the
86 financing contemplated by this Agreement. Said letter shall be in form and substance acceptable to Seller at Seller's
87 reasonable discretion; however, a letter from the lender verifying that Buyer has available funds to close, credit and
88 appraisal acceptable to lender, and employment or income necessary to obtain said loan shall be deemed acceptable. Seller
89 shall have the right to declare this Agreement null and void if said letter is not timely received, in which case Earnest
90 Money shall be returned to Buyer.

91 **3. Earnest Money.**
92 Buyer has paid to SB Millbranch Partn ("Holder") located at 5705 Stage Road Suite 162 Bartlett TN
93 deposit of \$ 1000.00 ^{name of holder} check, (OR cash ^{address of holder}), which has been received by Holder. In the
94 event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly
95 notify Buyer and Seller. Buyer shall have one (1) day after notice to deliver good funds to Holder. In the event Buyer does not
96 timely deliver good funds, the Seller shall have the right to terminate this Agreement upon written notice to the Buyer.
97 Earnest Money is to be deposited promptly, or within _____ day(s) after the Binding Agreement Date. Holder shall disburse
98 Earnest Money only as follows: (a) at closing; (b) upon a written agreement signed by all parties having an interest in the
99 funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money; (d) upon a
100 reasonable interpretation of the Agreement; or (e) upon the filing of an interpleader action with payment to be made to the
101 clerk of the court having jurisdiction over the matter. Holder shall be reimbursed for, and may deduct from any funds
102 interpleaded, its costs and expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall



103 be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from
104 Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties
105 under this Earnest Money paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after date of deposit
106 unless written evidence of clearance by bank is provided.

107 **4. Closing and Possession.**

108 **A. Closing Date:** This transaction shall be closed (evidenced by delivery of warranty deed and payment of purchase price),
109 and this Agreement shall expire, on midnight of the _____ day of _____, 2017, or on such earlier date
110 as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the
111 event of default. Any extension of this date must be agreed to by the parties in writing.

112 **1. Possession:** Possession of the Property is to be given: with delivery of deed; or on _____
113 at _____ o'clock am; pm; local time; or no later than _____ o'clock am; pm; local time on
114 the _____ day after closing.

115 Occupancy Agreement attached.

116 **B. Prorations:** Real estate taxes, rents, dues, maintenance fees, association fees and fuel on said Property for the calendar
117 year in which the sale is closed shall be prorated as of the date of closing. In the event of a change or reassessment of
118 taxes for the calendar year after Closing the parties agree to pay their recalculated share. Taxes for prior years and roll back
119 taxes, if any, will be paid by Seller. Fuel will be prorated as follows: _____

120 **C. Special Assessments:** Special assessments approved or levied prior to the closing date shall be paid by the Seller at
121 or prior to closing unless otherwise agreed as follows:
122 _____

123 **D. Warranties Transfer:** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any
124 manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or other similar warranties which by
125 their terms may be transferable to Buyer.

126 **5. Title and Conveyance.**

127 **A.** Seller warrants that at the time of closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good
128 and marketable title to said Property by general warranty deed, subject only to (1) zoning; (2) setback requirements and
129 general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do
130 not encroach; (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the
131 Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. If title examination,
132 mortgage loan inspection or boundary line survey, or other information discloses material defects, Buyer may (1) accept
133 the Property with the defects OR (2) require attempt to remedy within fifteen (15) days after its discovery. If not remedied
134 within fifteen (15) days, Buyer may elect to void this Agreement with refund of Earnest Money deposit. Good and
135 marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will
136 insure at its regular rates, subject only to standard exceptions.

137 **B. Deed:** Deed to be made in the name of Gene D. Pruett
138 The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility to
139 consult the closing agency or attorney prior to closing.

140 **6. Seller's Property Disclosure.**

141 Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure Act, a Property Condition
142 Disclosure Statement or Exemption has been or will be provided prior to the Binding Agreement Date.

143 **7. Lead Based Paint Disclosure.**

144 Lead Based Paint Disclosure does not apply. does apply (Property built prior to 1978)

145 **8. Inspections.**

146 **A. RIGHT TO MAKE INSPECTIONS:** All inspections/reports are to be made at Buyer's expense,
147 including those required/recommended in the Home Inspection Report, unless otherwise stipulated
148 in this Agreement. Seller shall cause all utility services and any pool, spa, and similar items to be operational so
149 that Buyer may complete all inspections and tests under this Agreement. Buyer agrees to indemnify Seller for the acts of
150 themselves, their inspectors and/or representatives in exercising their rights under this Purchase and Sales Agreement.
151 Buyer's obligations to indemnify Seller shall also survive the termination of this agreement by either party, which shall
152 remain enforceable. Buyer waives any objections to matters of purely cosmetic nature disclosed by
153 inspection. Buyer has no right to require repairs or alterations purely to meet current building
154 codes, unless required to do so by governmental authorities. In the event Buyer fails to timely
155 make any inspection, the Buyer shall have forfeited any rights provided under this Section, and in
156 such case shall accept the Property in its current condition normal wear and tear excepted.



157 **B. Initial Inspections:** Buyer and/or its inspectors/representatives shall have the right and responsibility to enter the
158 Property during normal business hours, for the purpose of making inspections and/or tests of the following items: all
159 appliances, the plumbing systems (including but not limited to spa/whirlpool tub, hot tub, sauna, swimming pools,
160 irrigation system), heating and air conditioning systems, electrical systems (including but not limited to smoke, fire,
161 security system), sewage disposal systems, wells, fireplaces (including but not limited to gas starter and/or logs),
162 environmental issues (including but not limited to asbestos, radon gas, and toxic mold), synthetic stucco (EIFS), cracked
163 window panes and/or broken seals, structural defects, interior water intrusion(s), standing water within foundation and/or
164 basement, and the roof and decking for visible leaks. **The inspection report is not to ascertain the cosmetic
165 imperfections of Property or other items that Buyer has already considered or should have already
166 considered in determining the purchase price.**

167 **C. Wood Infestation and Damage Inspection Report:** Buyer Seller shall cause to be made at Buyer expense
168 Seller expense, at a cost not to exceed \$ _____, a "Wood Destroying Insect Infestation Inspection Report"
169 by a chartered commercial pest control operator, of each dwelling, garage, and other permanent structure on the Property
170 excluding: _____
171 for evidence of active infestation or damage. If the report indicates evidence of infestation, the Seller agrees to treat
172 infestation and provide documentation of the treatment to the Buyer. Party responsible for obtaining the inspection report
173 shall cause it to be delivered to the other party no later than 3 days prior to the expiration of Buyer's inspection period.

174 **D. Buyer's Inspection Period and Resolution:**
175 Within n/a days after Binding Agreement Date, any inspections described herein shall be made AND, by written
176 notice to Seller, Buyer shall either:

177 (1) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied.
178 Seller has no obligation to make repairs;

179 **OR (2)** furnish Seller a copy of any and all inspection reports and a written list of items set forth in the inspection
180 report(s) which Buyer requires to be repaired and/or replaced in a professional and workmanlike manner.

181 **THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT**

182 **OR** (3) furnish Seller with a list of written specified objections and immediately terminate this Agreement with all Earnest
183 Money refunded to Buyer. Seller, upon request, shall be entitled to a copy of all inspection reports.

184 Seller shall, by written notice within ____ days after receipt of notice of repair requirements accept the repair proposal if
185 the cost is within the limit stated in paragraph ten (10). If the cost exceeds the limit, Seller shall submit to Buyer a
186 counter repair proposal. Seller's failure to timely respond shall be deemed acceptance of Buyer's repair proposal.

187 Buyer shall, within ____ days after receipt of Seller's repair proposal, either

188 (1) accept Seller's counter repair proposal;

189 **OR (2)** make a counter repair proposal to Seller;

190 **OR (3)** terminate this Agreement with all Earnest Money refunded to Buyer.

191 **THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT**

192 **WAIVER OF INSPECTION:** Buyer, having been advised of the benefits of inspections, waives the Inspection
193 Rights under this Section except:
194 _____
195 _____

196 **9. Final Inspection:** Buyer shall have the right to conduct a final inspection of the Property no later than ____ days prior
197 to closing only to confirm the Property is in the same or better condition as it was on the Binding Agreement Date, normal
198 wear and tear excepted and to determine that all repairs/replacements have been completed. Closing of this sale constitutes
199 acceptance of the Property unless otherwise noted in writing.

200 **10. Repairs / Replacement Costs:** Seller's aggregate total cost to make the repairs and replacements required by these
201 inspections, wood infestation and damage report, tests, appraisals and/or lender requirements shall not exceed \$ _____.

202 **11. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the
203 Seller or the Buyer are not parties to this Agreement and do not have or assume liability for the performance or
204 nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following,
205 including but not limited to, those matters which could have been revealed through a survey, flood certification, title search
206 or inspection of the Property; for the condition of the Property, any portion thereof, or any item therein; for the necessity or
207 cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for



208 the availability, capability, and/or cost of utilities, sewer, septic, or community amenities; for applicable boundaries of
209 school districts or other school information; for the appraised or future value of the Property; any condition(s) existing off
210 the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and
211 zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect
212 to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent
213 expert advice relative thereto.

214 12. **Brokerage.** Seller agrees to pay Listing Broker at closing the compensation specified by separate agreement. The Listing
215 Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance
216 with the terms and provisions specified by separate agreement.

217 13. **Default.** Should Buyer default hereunder, the Earnest Money shall be forfeited as partial liquidated damages to the Seller,
218 and Seller may sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should
219 Seller default, Buyer's Earnest Money shall be refunded to the Buyer and Buyer may sue, in contract or tort, for damages or
220 specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement
221 of this Agreement (including suits filed after closing which are based on or related to the Agreement), the prevailing party
222 shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.

223 14. **Time Limit of Offer.**

224 This Offer may be withdrawn at any time before acceptance with notice: Offer terminates if not countered or accepted by
225 ____ o'clock am; pm; on the ____ day of _____, _____.

226 15. **Home Protection Plan: Not a Substitution for Home Inspection. Exclusions to coverages may apply.**

227 **WARRANTY:** _____ to pay \$ _____ for the purchase of a limited warranty to be funded at closing.

228 Warranty company: _____

229 Ordered by: _____ (Real Estate Co.)

230 Deductible \$ _____. Buyer and Seller understand that an administrative fee may be paid to the Broker by the

231 Warranty company.

232 **Warranty waived.**

233 16. **Other Provisions.**

234 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.**

235 This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
236 representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties
237 hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement.

238 No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any
239 assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert
240 the time and date of the notice of acceptance of the final offer and further agree to be bound by such as the Binding
241 Agreement Date following the signatory section of this Agreement.

242 **B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after

243 closing shall survive the closing and delivery of the deed and shall remain binding upon the parties to this Agreement
244 and shall be fully enforceable thereafter.

245 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and

246 shall be interpreted in accordance with the laws and in the courts of the state of Tennessee.

247 **D. Time of Essence.** Time is of the essence of this Agreement.

248 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa,

249 and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate, and (3) the term
250 day(s) used throughout this Agreement shall be deemed to be calendar day(s). In the event a performance deadline, other
251 than the day of possession in paragraph four (4) occurs on a Saturday, Sunday or legal holiday, the performance deadline
252 shall be extended to the next following business day. In calculating any time period under this Agreement, the
253 commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

254 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or

255 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of
256 this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the
257 approval of the closing documents by the parties shall constitute their approval of any differences between this
258 Agreement and the closing. The Buyer and Seller agree that if requested after closing they will correct any documents and
259 pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or
260 omissions, or the result of erroneous information.



261 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
262 writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission
263 (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)
264 Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the
265 Broker representing a party as a client pursuant to a written agency agreement shall be deemed to be notice to that party
266 for all purposes herein.

267 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to the Property shall be borne by the Seller until transfer
268 of title. If casualty loss prior to closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this
269 agreement with a refund of Earnest Money to Buyer.

270 **I. Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or
271 national origin.

272 **17. Survey and Flood Certifications.** Survey Work and Flood Certifications are the best means of identifying boundary
273 lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Loan Inspection or
274 Boundary Line Survey and Flood Zone Certifications. If these matters are of concern to the Buyer, Buyer should address
275 these concerns in the Special Stipulations Section of this Agreement.

276 **18. Water Supply and Waste Disposal.** The system(s) may or may not meet state and local requirements. It is the right
277 and responsibility of Buyer to determine the compliance of the system with state and local requirements. Refer to "Water
278 Supply and Waste Disposal Notification" if any source is checked other than City or Utility District. Seller has disclosed
279 the following:

280 **A. WATER SUPPLY** is City Utility District Well Private Other _____

281 **B. WASTE DISPOSAL** is City Septic Other _____

282 **19. Exhibits And Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of
283 this Agreement.

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285
286
287

288 **20. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

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290 **Utilities are in seller name and will be cut off on closing date.**

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292 **House is sold in as is condition. No repairs to be made by seller.**

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314 21. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy
315 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and
316 may be treated as originals and that the final Purchase And Sale Agreement containing all signatures and initials may be
317 executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as
318 defined by the applicable State or Federal Law.

319 NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a
320 part of this Agreement. By affixing your signature below you acknowledge you have received and
321 reviewed each page of this Agreement.

322 Signed this the 13 day of October, 2017 at 3:30pm o'clock am; pm; and a copy hereof received:
323 Gene D. Pruett
324 BUYER BUYER

325 The foregoing offer is ACCEPTED at 3:30pm o'clock am; pm; this 13 day of October, 2017.
326 Todd S. Scales for SB Millbranch Partners
327 SELLER SELLER

328 The Sellers have COUNTERED this offer subject to the terms of the attached Counter Offer(s) or the changes made herein at
329 _____ o'clock am; pm; this _____ day of _____, _____.
330
331 SELLER SELLER

332 The Sellers have REJECTED this offer and make no counter offer. _____ o'clock am; pm;
333 this _____ day of _____, _____.
334
335 SELLER SELLER

336 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
337 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided
338 on _____ day of _____, _____ at _____ time by _____ name

339 For Information:
340 _____
341 Listing Company Selling Company
342 _____
343 Independent Licensee Independent Licensee

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