

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

In re: Michael G. Dombrowski,)	Case No.: 16-81412-CRJ-11
SSN: xxx-xx-4413)	
)	
Debtor.)	CHAPTER 11

**NOTICE OF SALE OF ASSET FREE AND CLEAR OF LIENS AND
NOTICE OF DEADLINE FOR FILING OBJECTIONS**

COMES NOW Michael G. Dombrowski, as Chapter 11 Debtor-in-Possession ("Debtor"), and gives notice pursuant to Bankruptcy Rules 2002 and 6004 of his intent to sell the property described below free and clear of liens under 11 U.S.C. § 363(f). **Pursuant to the Bankruptcy Court's Order on Joint Motion for Approval of Compromise and Settlement (Doc. 355), notice is hereby given that Debtor proposes to sell certain real estate contemplated by the settlement between Debtor and First Tennessee Bank National Association. Any objection to the proposed sale must be filed with the Bankruptcy Court within fourteen (14) days from the date of this Notice. If no objections are filed before said deadline, Debtor will be authorized to proceed with the proposed sale on the terms stated herein without further notice or order of the Bankruptcy Court.**

1. On May 11, 2016 (the "Filing Date"), the Debtor commenced with this Court a voluntary case under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code").
2. The Debtor continues to be authorized to operate the business as Debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.
3. The Debtor is an active real estate investor with numerous real properties in Alabama and several other states. In addition to his own properties, the Debtor is a member or member/owner of several limited liability companies that own real properties.
4. Prior to the Filing Date, Debtor contracted with Mountain National Bank, a predecessor in interest to First Tennessee Bank National Association (the "Bank"), for a loan totaling \$1,260,000.00 (the "Loan").
5. As of filing its proof of claim on September 6, 2016, the Bank asserted that the Loan's remaining principal balance was approximately \$913,736.08, plus accruing interest, attorney's fees, and costs.
6. The Debtor is the sole owner and member of MGD RR3, LLC a Tennessee limited liability company ("MGD"), which currently holds title to several properties encumbered by the Bank's purchase-money mortgage that collateralized the Loan (the "Collateral"). The

Collateral includes certain real property located at 2937 Legacy Vista Drive, Sevierville, TN 37876 (the “Property”).

7. Debtor and the Bank reached a settlement that was approved by the Bankruptcy Court on March 6, 2017. That settlement agreement provided that Debtor was to cause MGD to list the Property for sale in accordance with certain terms and conditions agreed to by the Bank.

8. Debtor has now caused MGD to enter into a Purchase and Sale Agreement (the “Purchase Agreement”) for the Property, a copy of which is attached hereto as Exhibit “A.” The Bank has reviewed the Purchase Agreement and consents to the proposed sale of the Property on the terms and conditions stated therein, subject to the Bank’s final review and approval of the HUD-1 prior to closing.

9. In the opinion of the Debtor, it is in the best interest of the Estate to sell the Property pursuant to Title 11 U.S.C. § 363(f) free and clear of the lien of the Bank, with said lien to transfer and attach to the proceeds from the sale of the Property.

10. Sale of the Property is with the consent of the Bank pursuant to Title 11 U.S.C. § 363(f)(2).

11. Said sale is to be conducted as a private sale to Russell Mullins and Deborah Mullins (the “Purchasers”) on the terms and conditions stated in the Purchase Agreement. Debtor represents that this is an arms-length transaction, and Debtor has no family or business connections with Purchasers and did not know them before they made this offer.

12. All net sale proceeds will be paid directly to the Bank at closing by either check or wire transfer.

13. The Bank will execute and provide a release of its mortgage, but only with respect to the Property and not as to any other Collateral.

14. The sale of the Property is to be conducted at a closing to occur at a date and location mutually agreed upon by the parties.

Respectfully submitted this 9th day of May, 2017.

/s/ Tazewell T. Shepard

Tazewell T. Shepard III

Kevin M. Morris

Tazewell T. Shepard IV

Attorneys for Debtor-in-possession

SPARKMAN, SHEPARD & MORRIS, P.C.
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CERTIFICATE OF SERVICE

This is to certify that I have this 9th day of May, 2017 served the foregoing motion on all parties as listed on the Clerk's Certified Matrix and Richard Blythe, Office of the Bankruptcy Administrator, P.O. Box 3045, Decatur, AL 35602 by electronic service through the Court's CM/ECF system and/or by placing a copy of same in the United States Mail, postage pre-paid.

/s/ Tazewell T. Shepard

Tazewell T. Shepard



PURCHASE AND SALE AGREEMENT

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

Russell Mullins (**"Buyer"**) agrees to buy and the
Deborah Mullins (**"Seller"**)
 undersigned seller MGD RR3 LLC

agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: 2937 Legacy Vista Dr
 (Address) Sevierville (City), Tennessee, 37876 (Zip), as recorded in
Sevier County Register of Deeds Office, 3661 deed book(s), 299 page(s),
 and/or _____ instrument number and as further described as:

1 bedroom cabin in Legacy Mountain together with all
 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

A. **INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least _____) remote controls; an entry key; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

B. Other items that **REMAIN** with the Property at no additional cost to Buyer:
All furnishings as viewed on April 7, 2017

C. Items that **WILL NOT REMAIN** with the Property:

D. **LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fire tank, etc.): _____
 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

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

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

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

2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is:
\$ 259,900.00, Two Hundred Fifty-Nine Thousand Nine Hundred U.S. Dollars,
 ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

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

A. **Financial Contingency - Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 80 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described

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herein 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 boxes. Unselected items will not be part of this Agreement):

- ☒ Conventional Loan ☐ FHA Loan; attach addendum
☐ VA Loan; attach addendum ☐ Other _____

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 will 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's obligation to sell is terminated.

- ☒ B. **Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)**
 Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves (e.g. "All Cash", etc.): Buyer will furnish proof of available funds to close in the following manner: the right to obtain a loan. Buyer will 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 notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. 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 Paragraph 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 notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

- 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 Purchase Price.

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2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall terminate this Agreement or waive appraisal contingency via the Notification form or equivalent written notice within two (2) days following Buyer's receipt of Appraisal; in the event Buyer fails to do so, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

D. Closing Costs and Discount Points.

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

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

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

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

Title expense to be paid by buyer

Simultaneous issue rates shall apply.

Not all of the above items are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer: Indepence Title

Closing Agency for Seller: _____

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 3 days after the Binding Agreement Date to Century 21 MVE (name of Holder) ("Holder") located at 209 E. Main St, Sevierville, TN 37862 (address of Holder), a Earnest Money/Trust Money deposit of \$ 5,000.00 by check (OR _____) ("Earnest Money/Trust Money").

- A. **Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust

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Money in immediately available funds to Holder before Seller elects to terminate. Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.

- B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 19 herein. Holder shall disburse Earnest Money/Trust Money only as follows:

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

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

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

- A. Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the 19th day of May, 2017 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

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

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

OR

☐ as agreed in the attached and incorporated Temporary Occupancy Agreement:

- B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

- C. Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:

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

- E. Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

5. Title and Conveyance.

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

- (1) zoning;
- (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
- (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and

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(4) leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

(1) accept the Property with the defects OR

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

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Deed. Deed is to be made in the name of Russell H Mullins and Deborah A Mullins. The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing.

6. Seller's Property Disclosure. Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure Act at Tenn. Code Ann. § 66-5-201, et seq. as amended, a Property Condition Disclosure Statement, Exemption, or if Buyer waives Disclosure, a Disclaimer, has been or will be provided prior to the Binding Agreement Date.

7. Lead-Based Paint Disclosure (Select the appropriate box. Items not selected are not part of this Agreement).
☒ does not apply. ☐ does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure).

8. Inspections.

A. Buyer's Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities. *In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Paragraph 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted.*

B. Initial Inspections. Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues.

C. Wood Destroying Insect Infestation Inspection Report. If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.

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The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan Addendum if applicable).

The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding _____ for evidence of active infestation and/or damage.

Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subparagraph 8.D., Buyer's Inspection and Resolution below.

D. Buyer's Inspection and Resolution. Within 15 days after the Binding Agreement Date ("Inspection Period"). Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below. In said notice Buyer shall either:

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

OR

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

OR

(3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner. Seller shall have the right to request any supporting documentation that substantiates any item listed.

a. Resolution Period. Seller and Buyer shall then have a period of 7 days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). *The parties agree to negotiate repairs in good faith during the Resolution Period.* In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money.

☐ **E. Waiver of All Inspections.** THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.

Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Paragraph 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

9. Final Inspection. Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date and/or within 1 day(s) prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.

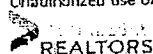
10. Buyer's Additional Due Diligence Options. If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Paragraph of this Agreement.

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

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

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

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

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

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

12. **Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

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

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

☐ **Home Protection Plan.** _____ to pay \$ _____ for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: _____ (Real Estate Company)
Ordered by: _____

☒ **Home Protection Plan waived.**

15. **Other Provisions.**

A. **Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and

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assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. **Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

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

E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined in paragraph 4 herein), Date of Possession (as defined in paragraph 4 herein), Completion of Repair Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in paragraph 20 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

F. **Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

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

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

J. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

K. **Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

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16. Seller's Additional Obligations. If Seller has any knowledge of an exterior injection well, a sinkhole as defined pursuant to Tenn. Code Ann. § 66-5-212(c), and/or a percolation test or soil absorption rate on the Property, Seller shall be obligated to counter this offer by disclosure of the existence of the above including any tests and reports unless disclosure has already been received and acknowledged in writing by Buyer. Seller shall also disclose in the same manner whether any single family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller. Seller shall also be obligated to counter this offer to disclose if the Property is located in a Planned Unit Development (PUD) as defined pursuant to Tenn. Code Ann. § 66-5-213 unless said disclosure has already been received in writing and acknowledged by Buyer. If the Property is in a PUD, Seller agrees to make available copies of the development's restrictive covenants, homeowner bylaws, and master deed to Buyer upon request.

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

18. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

19. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

OS
MD

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484 20. Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
 485 countered or accepted by 11:59 o'clock am / pm on the 9th day of April, 2017.

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

489 NOTE: Any provisions of this Agreement which are preceded by a box "X" must be marked to be a part of this
 490 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
 491 received a copy of this Agreement.

492 IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts
 493 and sending emails with fake wiring instructions. These emails are convincing and sophisticated.
 494 Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone
 495 number. Never wire money without double-checking that the wiring instructions are correct.

496 Buyer hereby makes this offer:
 497 David H. Mullins Deborah A. Mullins
 498 BUYER BUYER
 499 4-7-17 at 1:22 o'clock am / pm 4-7-17 at 12:56 o'clock am / pm
 500 Offer Date Offer Date

501 Seller hereby:
 502 ☒ ACCEPTS - accepts this offer.
 503 ☐ COUNTERS - accepts this offer subject to the attached Counter Offer(s).
 504 ☐ REJECTS this offer and makes no counter offer.
 505 DocuSigned by:
 506 Michael Dombrowski SELLER
 507 4/9/2017 Date
 508 _____ at _____ o'clock am / pm _____ at _____ o'clock am / pm
 509 Date Date

509 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
 510 the last offeror, or licensee of the offeror, receives notice of offeror's acceptance,
 511 Notice of acceptance of the final offer was received on the 9th day of April at 12:35 am / pm
 512 by Shirley Hibbard (Name).

For Informational Purposes Only:

Listing Company: Shoky Mountain Real Estate

Listing Firm Address: _____

Firm License No.: _____

Firm Telephone No.: _____

Listing Licensee: Tim DeCosta Team

Licensee License Number: _____

Licensee Email: _____

Home Owner's / Condominium Association ("HOA/COA"): _____

Selling Company: Century 21 MVPSelling Firm Address: 209 East MainFirm License No.: 242952Firm Telephone No.: 865-422-2121Selling Licensee: Shirley HibbardLicensee License Number: 278258Licensee Email: shirleyhibbard@yahoo.com

HOA / COA Phone: _____

HOA/COA Email: _____

Property Management Company: _____

Email: _____

Phone: _____

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Version 04/01/2017

Instant: _____

DocuSign Envelope ID: 884211DB-2680-4731-8091-83C350F48602

CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:
2937 Legacy Vista Drive

Sevierville TN 37876

PROPERTY ADDRESS

SELLER NAME: MGD RR3 LLC
 LICENSEE NAME: Darlene Derosia

BUYER NAME: RUSSELL & DEBORAH MULLINS
 LICENSEE NAME: SHIRLEY HUBBARD

In this consumer's current or prospective transaction is serving as:

in this consumer's current or prospective transaction is serving as:

- ☐ Transaction Broker or Facilitator, (not an agent for either party).
- ☐ Buyer is Unrepresented.
- ☒ Agent for the Buyer.
- ☐ Designated Agent for the Buyer.
- ☐ Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.

☐ Transaction Broker or Facilitator, (not an agent for either party).

☐ Seller is Unrepresented.

☐ Agent for the Seller.

☒ Designated Agent for the Seller.

☐ Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(a) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Michael D. Derosia 2/25/2017
 Seller Signature MGD RR3 LLC Date

Deborah A. Mullins
 Buyer Signature Date
Russell A. Mullins 4-7-17
 Buyer Signature Date

Darlene Derosia 2/25/17
 Listing Licensee Date

Darlene Derosia
 Selling Licensee Date

MGD RR3 LLC Date MGD RR3 LLC Date
 Listing Company Selling Company

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INSTANTFORMS



CONFIRMATION OF AGENCY STATUS

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The real estate transaction involving the property located at:

Sevierville, TN 37876

2937 Legacy Vista Dr

PROPERTY ADDRESS

SELLER NAME: Michael Dombrowski
LICENSEE NAME: _____

BUYER NAME: Russell and Deborah Mullins
LICENSEE NAME: Shirley Hibbard

In this consumer's current or prospective transaction is serving as:

In this consumer's current or prospective transaction is serving as:

- ☐ Transaction Broker or Facilitator.
(not an agent for either party).
- ☐ Seller is Unrepresented.
- ☐ Agent for the Seller.
- ☒ Designated Agent for the Seller.
- ☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

- ☐ Transaction Broker or Facilitator.
(not an agent for either party).
- ☐ Buyer is Unrepresented.
- ☒ Agent for the Buyer.
- ☐ Designated Agent for the Buyer.
- ☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice 4/9/2017

DocuSigned by:
Michael Dombrowski
Seller Signature
ETCSFANRCEB4F4...

Date

Deborah Mullins 4-7-17
Buyer Signature Date

Russell H. Mullins 4-7-17
Buyer Signature Date

Seller Signature Date

Shirley Hibbard 4-7-17
Selling Licensee Shirley Hibbard Date

Listing Licensee Date

Century 21 MVP
Selling Company

Listing Company

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DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at 2937 Legacy Vista Drive Sevierville TN 37876 (hereinafter "Property") are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.


1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.L.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). Failure to inspect typically means that you are accepting the Property "as is".
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.

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- 40 6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes
41 gathered from tax or real estate records on the Property. Square footage provided by builders, real estate
42 licensees, or tax records is only an estimate with which to make comparisons, but it is not guaranteed. It is
43 advised that you have a licensed appraiser determine actual square footage.
- 44 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
45 (true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
46 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
47 happen. NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
48 (BPO), etc., while sometimes used to set an asking price or an offer price, is not an appraisal.
- 49 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
50 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
51 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you not
52 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
53 for this information, even if acceptable to your lender.
- 54 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
55 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
56 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
57 projected use requires a zoning or other change, it is recommended that you either wait until the change is in
58 effect before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 59 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The ^{da} 
60 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
61 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be
62 verified by the appropriate sources in writing. You should have a professional check access and/or
63 connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or
64 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
65 recommended that sellers and/or buyers request a copy of the information contained in the file for the
66 Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot
67 be located or you do not understand the information contained in the file, you should seek professional advice
68 regarding this matter. For unimproved land, septic system capability can only be determined by using the
69 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
70 septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the
71 size home that you wish to build.
- 72 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
73 you have a civil or geotechnical engineer or other independent expert determine the risks of flooding,
74 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
75 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
76 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
77 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 78 12. **CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
79 condemnation proceedings or similar matters concerning any portion of the Property with the State, County
80 and city/town governments in which the Property is located. Condemnation proceedings could result in all or
81 a portion of the Property being taken by the government with compensation being paid to the landowner.
- 82 13. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
83 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
84 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
85 sources in writing.

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- 06 14. **INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX**
 07 **OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or
 08 statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing,
 09 or for the location of sex offenders in a given area.
- 09 15. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on
 01 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the
 02 Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate
 03 licensees are not legal or tax experts, and therefore cannot advise you in these areas.
- 04 16. **RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
 05 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
 06 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
 07 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You
 08 are advised to contact several sources and independently investigate the competency of any inspector,
 09 contractor, or other professional expert, service provider or vendor and to determine compliance with any
 100 licensing, registration, insurance and bonding requirements in your area.
- 101 The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal
 102 representations of any real estate licensee relative to any of the matters itemized above or similar matters.
 103 The buyers and sellers understand that it has been strongly recommended that they secure the services of
 104 appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and
 105 counsel about these and similar concerns.

106 The party(ies) below have signed and acknowledged receipt of a copy.

107 Michael Dombrowski CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)
 108 2/25/2017 at _____ o'clock ☐ am / ☐ pm Date
 109 Date
 110

111 The party(ies) below have signed and acknowledged receipt of a copy.

112 Deborah D. Mullins CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)
 113 4-7-17 at 12:56 o'clock ☐ am / ☐ pm Date
 114 Date
 115

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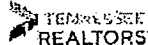
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Instantaneous

TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

- 1 Property Address: 2937 Legacy Vista Drive Sevierville TN 37876
 2 Buyer: _____
 3 Seller: MGD RR3 LLC
- 4 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
 5 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a
 6 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
 7 transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the
 8 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at:
 9 <http://www.tn.gov/regboards/trec/law.shtml>. (See Tenn. Code Ann. § 66-5-201, et seq.)
- 10 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
 11 the best of the seller's knowledge as of the Disclosure date.
 - 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
 - 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
 14 occurred since the time of the initial Disclosure, or certify that there are no changes.
 - 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
 16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
 17 Code Ann. § 66-5-204).
 - 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
 - 19 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
 20 agreed to in the purchase contract.
 - 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
 22 paid. DS
MD
 - 23 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be
 24 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
 25 occurrence which had no effect on the physical structure of the property.
 - 26 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form
 27 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
 28 form (See Tenn. Code Ann. § 66-5-202).
 - 29 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
 30 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not
 31 resided on the property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
 - 32 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
 33 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by
 34 the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
 - 35 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller
 36 is not required to repair any such items.
 - 37 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
 38 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
 - 39 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
 40 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
 41 matters.
 - 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
 43 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
 - 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited

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from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.

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

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

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

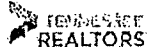
Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified below and/or the obligation of the buyer to accept such items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

The undersigned Seller of the property described as 2937 Legacy Vista Drive does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209 for the following reason(s):

- ☐ This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- ☐ This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.
- ☐ This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- ☐ This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- ☐ This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- ☐ This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- ☐ This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of consanguinity of one (1) or more of the transferors.
- ☐ This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- ☐ This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- ☐ This is a transfer of any property sold at public auction.
- ☒ This is a transfer of any property where the owner has not resided on the property at any time within three (3) years prior to the date of transfer.
- ☐ This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu of foreclosure or by a quitclaim deed.

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

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98 or soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of
 99 Environment and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers,
 100 pursuant to Tenn. Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit
 101 Development and upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws
 102 and master deed.

103 CHECK ALL THAT APPLY:

104 YES NO UNKNOWN

- 106 ☐ ☐ ☒ 1. Seller knows of the presence of an exterior injection well on the Property.
- 106 ☐ ☐ ☒ 2. Seller knows that a single family residence located on Property has been moved from an existing foundation to another foundation.
- 107 ☐ ☐ ☒ 3. Seller knows of a percolation test(s) that has been performed on the Property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of test(s) are attached.
- 108 ☐ ☐ ☒ 4. Seller knows of soil absorption rate(s) that has been performed on the property that is determined or accepted by the Tennessee Department of Environment and Conservation. If yes, results of rate(s) are attached.
- 111 ☐ ☐ ☒ 5. Seller knows of a sinkhole(s) present on the Property. A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(a) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the Property's recorded plat map."
- 114 ☐ ☐ ☒ 6. This Property is located in a Planned Unit Development. Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Upon request, Seller shall provide to buyers copies of the development's restrictive covenants, homeowner bylaws and master deed. Unknown is not an appropriate response under the statute.

128 The party(ies) below have signed and acknowledged receipt of a copy.

129 Michael Dondrowski130 SELLER MGD RR3 LLC

SELLER

131 2/25/2017at 11:00 o'clock ☐ am/ ☐ pmDate at 11:00 o'clock ☐ am/ ☐ pm132 Date

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

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

138 Deborah A. Mullins139 BUYER140 4-7-17at 1:22 o'clock ☐ am/ ☒ pmDate at 1:22 o'clock ☐ am/ ☐ pm141 Date

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

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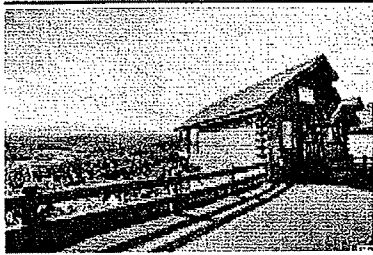
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ALL FIELDS DETAIL



MLS #	208122	Number of Bedrooms	1
Class	RESIDENTIAL	Number of Full Baths	2
Type	Single Family	Number of Half Baths	0
Area	Pigeon Forge	Garage Capacity	0
Asking Price	\$259,900	Restrictive Covenants	Yes
Address	2937 Legacy Vista Dr	County	Sevier
City	Sevierville	Construction Type	Site Built
State	TN		
Zip	37876		
Garage Type	None		
Status	Active		
Sale/Rent	For Sale		
Occupancy	Either		
IDX Include	Y		



GENERAL

Agent Hit Count	97	Client Hit Count	33
Agent	DARLENE R DEROSIA - 865-654-9117	Listing Office 1	Smoky Mountain Real Estate Corporation - 865-277-8115
List Team	The Derosia Team	Listing Agent 2	PHILLIP DEROSIA III - 865-712-8916
Listing Office 2	Smoky Mountain Real Estate Corporation - 865-277-8115	Comm Type	Percentage of Sales Price
Buyer Agent Comm	0.0300	FAC Comm	0.0300
Sub Agent Comm	0.0000	Exclusive Rights Y/N	Yes
Exclusion Y/N	No	Bonus Y/N	No
Variable Rate Y/N	No	Owner Name	MGD RR3 LLC
Listing Date	2/27/2017	Year Built	2006
Number of Acres	0.00	Subdivision/Complex Name	Legacy Mountain
Sq Ft Above Grade	720	Sq Ft Finished Basement	624
Sq Ft Unfinished Basement	0	Total Finished Sq Ft	1344
Price Per Sq Ft	\$193.38	Master Bedroom Level	B
Kitchen Level	1	Living Room Level	1
W Deed Book	3661	Page	299
Map	85F	Group	A
Parcel	1.00	Lot/Block/Unit	23
District	13	Zoning Entity	Sevier County
Zoning	A-1	Latitude #	35.809373259544
Longitude	-83.46537977457	Associated Document Count	0
Tax ID	37876	VOW Include	Yes
VOW Address	Yes	VOW Comment	Yes
VOW AVM	Yes	Update Date	3/8/2017
Status Date	2/27/2017	HotSheet Date	2/27/2017
Price Date	2/27/2017	Input Date	2/27/2017 12:53 PM
Original Price	\$259,900	Days On Market	10
Cumulative DOM	10	Picture	10

FEATURES

ACCESS	CONSTRUCTION	HOA INCLUDES	POSSESSION
County Road	Log	Common Area Insurance	At Closing
Paved Road	EXTERIOR FEATURES	Maintenance Exterior	PROPOSED FINANCING
APPLIANCES	Deck	INTERIOR FEATURES	Cash
Dishwasher	Double Window	Cathedral Ceiling	Conventional
Dryer	Gutters	Ceiling Fan(s)	RENTAL
Electric Range	FIREPLACE	Furniture	Off Site
Microwave	Electric	Large Master Bedroom	Rental History
Refrigerator	Insert	Recreation Room	ROOF
Self Clean Oven	Pre-Fab	W/D Connection	Composition Shingles
Smoke Detector	1	Whirlpool	SEWER
Washer	FOUNDATION	Wood Floors	Assessment
ATTIC	Crawl Space	MISCELLANEOUS	Septic
None	HEATING	Cable TV	SHOWING INSTRUCTIONS
BASEMENT	Electric H/P	Club House	See Addendum
Finished All		Hot Tub	STYLE

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<http://gsmaor.paragonrels.com/ParagonLS/Reports/Report.mvc?listingIDs=208122&screenWidth=1920&u...> 3/9/2017

FEATURES

Finished Partial

COOLING

Electric H/P

Planned Unit Development

Mountain View

NUMBER OF STORIES

Two

Log

Cabin

WATER

Community System

FINANCIAL

Annual Tax 933.26

HOA/Month \$130.00

Tax Year 2016

DIRECTIONS

From Pigeon Forge Light #8 to Dollywood Lane, go .2 miles to right at light. Go 5.2 miles to left on to Legacy Vista Dr. Go .5 miles take first right then left to first cabin on left. #2930 - "Hickory Mist"

REMARKS

Gorgeous 1 bedroom, 2 bath cabin with spectacular Mountain Views! This luxury cabin is already established on overnight rental and does excellent. Offers pool table in the game room, hot tub, covered deck, King suite with Whirlpool tub and shower, and vaulted ceilings. Comes fully furnished and decorated!

ADDENDUM

Call or text The Derosia Team showing phone 865-337-2981. (Rented with Elk Springs, Hickory Mist) Sqft taken from tax records.

ADDITIONAL PICTURES**DISCLAIMER**

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ADDENDUM #1 TO THE PURCHASE AND SALE AGREEMENT

1 Property Address: 2937 Legacy Vista
 2 Buyer: Russell Mullins Deborah Mullins
 3 Seller: MGD R3 LLC

4 This ADDENDUM (hereinafter "Addendum"), between the undersigned Seller and Buyer is entered into and is effective as
 5 of the Offer Date provided in the Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or
 6 adding terms to said Purchase and Sale Agreement. In consideration of mutual covenants herein and other good and valuable
 7 consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

8 Under marginal summary items:

9 #1, hot tub drain to be connected. Hot tub support is to be reinforced with sister
 10 beams attached to the current single beams with metal joist hangers for additional
 11 support.

12 #3, Carpenter bee damage to be filled in.

14 #6, electrical panel to be labeled and repair missing wire connector

16 #7, Add additional mortar by side post at entrance as specified in inspection report

18 #20, Vent dryer to outside

19 Under defective summary items:

21 All items to be taken care of with the exception of the front stoop & wall issues.
 22 The only thing required there will be for the stoop to be leveled.

24 This Addendum is made a part of the Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this
 25 Addendum conflict with the terms of the Purchase and Sale Agreement or other documents executed prior to or simultaneous
 26 to the execution of this Addendum, the terms of this Addendum shall control, and the conflicting terms are hereby considered
 27 deleted and expressly waived by both Seller and Buyer. In all other respects, the Purchase and Sale Agreement shall remain
 28 in full force and effect.

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

30 Russell Mullins Deborah Mullins
 31 BUYER Russell Mullins BUYER Deborah Mullins
 32 5-3-17 at 4:50 o'clock ☐ am/ ☒ pm 5-3-17 at 4:50 o'clock ☐ am/ ☒ pm
 33 Date Date

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

35 Michael Dombrowski
 36 SELLER 64EEB4F... SELLER
 37 5/4/2017 at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
 38 Date Date

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