

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE  
DISTRICT OF TENNESSEE**

<b>IN RE:</b>	)	
	)	
<b>PATRICK O'NEAL CHEVERS</b>	)	<b>CHAPTER: 11</b>
<b>SSN: XXX-XX-9672</b>	)	<b>CASE NO.: 14-07044</b>
<b>230 1/2 GARNER AVENUE</b>	)	<b>JUDGE: MASHBURN</b>
<b>MADISON, TN 37115</b>	)	
	)	
<b>Debtor.</b>	)	

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**EXPEDITED MOTION TO SELL REAL PROPERTY AT PRIVATE SALE FREE  
AND CLEAR OF LIENS**

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The Debtor, by and through undersigned Counsel, pursuant to Bankruptcy Code section 363, Rule 6004, Rule 9014 and Local Rule 9075-1, respectfully moves the Court as follows:

1. Expedited Relief Requested: Debtor moves for an expedited hearing to seek approval for the proposed private sale of the real property located at 4029 Scotwood Drive, Nashville, TN 37211 free and clear of liens.
2. Reason for Urgency: The Debtor requests that the Court hear this Motion on an expedited basis because the closing date has been set for August 22, 2017 as per the Purchase and Sale Agreement attached hereto as Exhibit A and filing a motion to approve the sale in the normal notice period would not allow the sale to be completed by that date.
3. Notice: Debtor's Counsel will give the United States Trustee and all other parties authorized to receive notice via electronic service through the ECF filing system and give all other creditors on the attached matrix notice by United States mail first class.

4. Suggested Hearing Date: The Debtor proposes that the expedited motion be set for hearing on Wednesday, August 9, 2017 at 8:30 a.m. in Courtroom One, Customs House, 701 Broadway Nashville, TN 37203.

5. Other: All valid and enforceable liens against the Property shall attach to the proceeds of the sale, subject to the instructions and amounts in a proper payoff quote as per the provisions of the Debtor's confirmed Chapter 11 Plan. Such sale is not a short sale. The balance of the net proceeds from the sale would then be applied as per the provisions of the Debtor's confirmed Chapter 11 plan. The proposed buyers of the real property located at 4029 Scotwood Drive, Nashville, TN 37211 are not insiders as defined in the Bankruptcy Code section 101(31). The real property located at 4029 Scotwood Drive, Nashville, TN 37211 is property of the Debtor's estate under Bankruptcy Code section 541.

**WHEREFORE**, the Debtor requests that this Court grant this Motion and approve the Debtor's request as set forth.

Respectfully submitted,

**/s/ Randall K. Winton**  
RANDALL K. WINTON  
WINTON LAW, PLLC  
Attorney for Debtor  
7003 Chadwick Drive, Suite 151  
Brentwood, TN 37027  
Telephone: (615) 739-5820  
Facsimile: (615) 739-5821  
[rwinton@rwintonlaw.com](mailto:rwinton@rwintonlaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that I have sent a true and correct copy of the foregoing to United States Trustee and all other parties of record to receive notice electronically via the United States Bankruptcy Court's CM/ECF system, this 1<sup>st</sup> day of August 2017.

I further certify that I have sent a true and exact copy of the foregoing to all other creditors and parties-in-interest pursuant to the mailing matrix, by U.S. Mail, postage prepaid, this 1<sup>st</sup> day of August 2017.

**/s/ Randall K. Winton**  
RANDALL K. WINTON

State of Tennessee DHS  
400 Deaderick St.  
Citizens Plaza 14<sup>th</sup> Floor  
Nashville, TN 37243

Capital One, N.A.  
c/o Becket and Lee, LLP  
P.O. Box 3001  
Malvern, PA 19355-0701

Greenview Regional Hospital  
Resurgent Capital Services  
P.O. Box 1927  
Greenville, SC 29602

ECMC  
P.O. Box 16408  
St. Paul, MN 55116

Sparrow Health Systems  
LPBBI  
P.O. Box 290  
St. Johns, MI 48879

Total Parties Served: 19

## **EXHIBIT A**



**CRYE-LEIKE®**  
REAL ESTATE SERVICES

**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

Thang Muan Lian ("Buyer") agrees to buy and the undersigned seller Patrick Chevers ("Seller")

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: 4029 Scotwood Drive

(Address) Nashville (City), Tennessee, 37211 (Zip), as recorded in

Davidson County Register of Deeds Office, 9881 deed book(s), 47 page(s),

and/or n/a instrument number and as further described as:

134-09-0-062.00 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 0) 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:

**Refrigerator**

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, fuel 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.

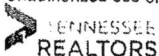
E. **FUEL:** Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

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: \$ 195,000.00, One Hundred Ninety-Five Thousand 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 95% 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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RF401 – Purchase and Sale Agreement, Page 1 of 10

Version 01/01/2017

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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.)** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer 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.

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/estoppel 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:

Seller  
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: Realty Title and Escrow, 615-459-  
Closing Agency for Seller: \_\_\_\_\_

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 days after the Binding Agreement Date to CRYE-LEIKE REALTORS (name of Holder) ("Holder") located at 12647 Old Hickory Blvd Antioch, TN 37013 (address of Holder), a Earnest Money/Trust Money deposit of \$ 1000 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

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 22nd day of August, 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:

n/a

**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



(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 THANG MUAN LIAN.  
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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RF401 – Purchase and Sale Agreement, Page 5 of 10

Version 01/01/2017

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 Nothing 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 14 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 4 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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RF401 - Purchase and Sale Agreement, Page 6 of 10

Version 01/01/2017

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

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

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

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

393 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;  
394 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine  
395 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to  
396 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be  
397 determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (as  
398 defined in paragraph 4 herein), Date of Possession (as defined in paragraph 4 herein), Completion of Repair  
399 Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in paragraph  
400 20 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next  
401 following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. §  
402 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial  
403 date (e.g. Binding Agreement Date).

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

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

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

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

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

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

20. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 7:00 o'clock ☐ a.m./ ☒ p.m.; on the 14th day of July, 2017.

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

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

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

Buyer hereby makes this offer.



BUYER Thang Muan Lian

BUYER

07/13/2017 at 7:51 o'clock ☐ am/ ☐ pm  
Offer Date

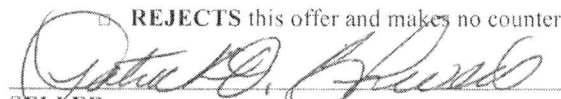
\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Offer Date

Seller hereby:

☒ **ACCEPTS** – accepts this offer.

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

☐ **REJECTS** this offer and makes no counter offer.



SELLER

SELLER

7/13/17 at 7:52 o'clock ☐ am/ ☐ pm  
Date

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

**Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of the offeror, receives notice of offeree's acceptance.

Notice of acceptance of the final offer was received on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ ☐ am/ ☐ pm by \_\_\_\_\_ (Name).

**For Information Purposes Only:**

Listing Company: \_\_\_\_\_  
Listing Firm Address: \_\_\_\_\_  
Firm License No.: \_\_\_\_\_  
Firm Telephone No.: \_\_\_\_\_  
Listing Licensee: \_\_\_\_\_  
Licensee License Number: \_\_\_\_\_  
Licensee Email: \_\_\_\_\_  
Home Owner's / Condominium Association ("HOA/COA"): \_\_\_\_\_

Selling Company: Crye-Leike Realtors, Cane Ridge  
Selling Firm Address: 12647 Old Hickory Blvd  
Firm License No.: 260880  
Firm Telephone No.: 615-641-6305  
Selling Licensee: Go San Cing  
Licensee License Number: 339926  
Licensee Email: gosan.cing@crye-leike.com

HOA / COA Phone: \_\_\_\_\_  
Property Management Company: \_\_\_\_\_  
Phone: \_\_\_\_\_

HOA/COA Email: \_\_\_\_\_  
Email: \_\_\_\_\_

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RF401 – Purchase and Sale Agreement, Page 10 of 10

Version 01/01/2017

Instantet 02/02



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REAL ESTATE SERVICES

## 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

4029 Scotwood Drive Nashville, TN 37211 (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.I.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](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://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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RF304 – Disclaimer Notice, Page 1 of 3

Version 01/01/2017

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

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Version 01/01/2017


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**14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.

**15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

**16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The buyers and sellers understand that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

The party(ies) below have signed and acknowledge receipt of a copy.	
Authenticator <u>Thang M Lian</u> CLIENT/CUSTOMER ( <input checked="" type="checkbox"/> BUYER / <input type="checkbox"/> SELLER) Thang Muan Lian at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date _____	 CLIENT/CUSTOMER ( <input type="checkbox"/> BUYER / <input checked="" type="checkbox"/> SELLER) 7/18/17 at 1:25 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm Date _____

The party(ies) below have signed and acknowledge receipt of a copy.	
_____ CLIENT/CUSTOMER ( <input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER) _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date _____	_____ CLIENT/CUSTOMER ( <input type="checkbox"/> BUYER / <input type="checkbox"/> SELLER) _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm Date _____

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# CRYE-LEIKE<sup>®</sup>

## REAL ESTATE SERVICES

### TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 4029 Scotwood Drive CITY Nashville  
 2 SELLER'S NAME(S) Daniel O. Chevers PROPERTY AGE 28  
 3 DATE SELLER ACQUIRED THE PROPERTY 1995 DO YOU OCCUPY THE PROPERTY? Yes at overtime  
 4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? 10yrs  
 5 (Check the one that applies) The property is a ☐ site-built home ☒ non-site-built home  
 6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling  
 7 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a  
 8 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property  
 9 transfers may be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the  
 10 buyers' and sellers' rights and obligations under the Act. A complete copy of the Act may be found at  
 11 <http://www.lexisnexis.com/hottopics/tncode/> (See Tenn. Code Ann. § 66-5-201, et seq.)  
 12 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to  
 13 the best of the seller's knowledge as of the Disclosure date.  
 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.  
 15 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have  
 16 occurred since the time of the initial Disclosure, or certify that there are no changes.  
 17 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain  
 18 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.  
 19 Code Ann. § 66-5-204).  
 20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.  
 21 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless  
 22 agreed to in the purchase contract.  
 23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes  
 24 paid.  
 25 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be  
 26 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or  
 27 occurrence which had no effect on the physical structure of the property.  
 28 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form  
 29 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure  
 30 form (See Tenn. Code Ann. § 66-5-202).  
 31 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public  
 32 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not  
 33 resided on the property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).  
 34 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,  
 35 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by  
 36 the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.  
 37 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller  
 38 is not required to repair any such items.  
 39 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a  
 40 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).  
 41 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to  
 42 buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such  
 43 matters.

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RF 201 - Tennessee Residential Property Condition Disclosure, Page 1 of 5

Version 01/01/2017

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15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.

16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited 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."

#### INSTRUCTIONS TO THE SELLER

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Range  | <input type="checkbox"/> Wall/Window Air Conditioning  | <input type="checkbox"/> Garage Door Opener(s) (Number of openers <u>ND</u> ) |
| <input checked="" type="checkbox"/> Window Screens   | <input type="checkbox"/> Oven  | <input type="checkbox"/> Fireplace(s) (Number) <u>1</u>                       |
| <input type="checkbox"/> Intercom  | <input type="checkbox"/> Microwave   | <input type="checkbox"/> Gas Starter for Fireplace                            |
| <input checked="" type="checkbox"/> Garbage Disposal   | <input type="checkbox"/> Gas Fireplace Logs  | <input type="checkbox"/> TV Antenna/Satellite Dish                            |
| <input type="checkbox"/> Trash Compactor   | <input checked="" type="checkbox"/> Smoke Detector/Fire Alarm  | <input type="checkbox"/> Central Vacuum System and attachments                |
| <input type="checkbox"/> Spa/Whirlpool Tub   | <input type="checkbox"/> Burglar Alarm <i>With Security Device</i>                                       | <input type="checkbox"/> Current Termite contract                             |
| <input type="checkbox"/> Water Softener  | <input checked="" type="checkbox"/> Patio/Decking/Gazebo   | <input type="checkbox"/> Hot Tub  |
| <input checked="" type="checkbox"/> 220 Volt Wiring  | <input type="checkbox"/> Installed Outdoor Cooking Grill   | <input checked="" type="checkbox"/> Washer/Dryer Hookups                      |
| <input type="checkbox"/> Sauna   | <input type="checkbox"/> Irrigation System   | <input type="checkbox"/> Pool   |
| <input checked="" type="checkbox"/> Dishwasher   | <input type="checkbox"/> A key to all exterior doors   | <input type="checkbox"/> Access to Public Streets                             |
| <input type="checkbox"/> Sump Pump   | <input checked="" type="checkbox"/> Rain Gutters   | <input type="checkbox"/> Heat Pump  |
| <input checked="" type="checkbox"/> Central Heating  | <input checked="" type="checkbox"/> Central Air  |   |
| <input checked="" type="checkbox"/> Water Heater   | <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar |   |
| <input type="checkbox"/> Other _____   | <input type="checkbox"/> Other _____   |   |
| Garage <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached <input type="checkbox"/> Carport   |  |   |
| Water Supply <input checked="" type="checkbox"/> City <input type="checkbox"/> Well <input type="checkbox"/> Private <input type="checkbox"/> Utility <input type="checkbox"/> Other _____ |  |   |
| Gas Supply <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled <input type="checkbox"/> Other _____   |  |   |

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RF 201 - Tennessee Residential Property Condition Disclosure, Page 2 of 5

Version 01/01/2017

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91 Waste Disposal ☒ City Sewer ☒ Septic Tank ☐ Other \_\_\_\_\_

92 Roof(s): Type New Roof Age (approx): 1 month

93 Other Items:

94

95

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

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

98

99

100

101 If leases are not assumable, it will be Seller's responsibility to pay balance.

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

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

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

114

115 C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING: YES NO UNKNOWN

116 1. Substances, materials or products which may be environmental hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
117 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
118 or chemical storage tanks, methamphetamine, contaminated soil or			
119 water, and/or known existing or past mold presence on the subject			
120 property?			
121 2. Features shared in common with adjoining land owners, such as walls, but	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122 not limited to, fences, and/or driveways, with joint rights and obligations			
123 for use and maintenance?			
124 3. Any authorized changes in roads, drainage or utilities affecting the	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
125 property, or contiguous to the property?			
126 4. Any changes since the most recent survey of the property was done?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
127 Most recent survey of the property: <input checked="" type="checkbox"/> (check here if unknown)			
128			
129 5. Any encroachments, easements, or similar items that may affect your	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
130 ownership interest in the property?			
131 6. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
132 repairs made without necessary permits?			
133 7. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134 repairs not in compliance with building codes?			
135 8. Landfill (compacted or otherwise) on the property or any portion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
136 thereof?			

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RF 201 – Tennessee Residential Property Condition Disclosure, Page 3 of 5

Version 01/01/2017

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		YES	NO	UNKNOWN
137	9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138	10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
139	11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
140	12. Any past or present interior water intrusions(s) from outside home,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
141	standing water within foundation and/or basement?			
142	If yes, please explain. If necessary, please attach an additional sheet			
143	and any available documents pertaining to these repairs/corrections.			
144				
145				
146				
147	13. Property or structural damage from fire, earthquake, floods, landslides,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
148	tremors, wind, storm or wood destroying organisms?			
149	If yes, please explain (use separate sheet if necessary).			
150				
151				
152	If yes, has said damage been repaired? _____			
153	14. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
154	"setback" requirements?			
155	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
156	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
157	17. A Condominium/Homeowners Association (HOA) which has any authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
158	over the subject property?			
159	Name of HOA: _____			
160	HOA Phone Number: _____			
161	Special Assessments: _____			
162	Management Company: _____			
163	Management Co. Address: _____			
164	18. Any "common area" (facilities such as, but not limited to, pools, tennis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
165	courts, walkways or other areas co-owned in undivided interest with others)?			
166	19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
167	20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
168	or will affect the property?			
169	21. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
170	If yes, please explain, and include a written statement regarding payment			
171	information.			
172				
173				
174	22. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
175	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
176	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
177	has excessive moisture accumulation and/or moisture related damage?			
178	(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified			
179	professional inspect the structure in question for the preceding concern and provide a written report of the			
180	professional's finding.)			
181	If yes, please explain. If necessary, please attach an additional sheet.			
182				
183				
184	23. Is heating and air conditioning supplied to all finished rooms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
185	If the same type of system is not used for all finished rooms, please explain.			
186				
187				
188				

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RF 201 – Tennessee Residential Property Condition Disclosure, Page 4 of 5

Version 01/01/2017

InstantFORMS

- |     |   | YES                      | NO                                  | UNKNOWN                  |
|-----|---|--------------------------|-------------------------------------|--------------------------|
| 189 | 24. If septic tank or other private disposal system is marked under item (A), does  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 190 | it have adequate capacity and approved design to comply with present state          |                          |                                     |                          |
| 191 | and local requirements for the actual land area and number of bedrooms and          |                          |                                     |                          |
| 192 | facilities existing at the residence?   |                          |                                     |                          |
| 193 | 25. Is this property in a historical district or has it been declared historical by | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 194 | any governmental authority such that permission must be obtained before             |                          |                                     |                          |
| 195 | certain types of improvements or aesthetic changes to the property are made?        |                          |                                     |                          |
| 196 | 26. Is there an exterior injection well anywhere on the property?                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 197 | 27. Is seller aware of any percolation tests or soil absorption rates being         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 198 | performed on the property that are determined or accepted by                        |                          |                                     |                          |
| 199 | the Tennessee Department of Environment and Conservation?                           |                          |                                     |                          |
| 200 | If yes, results of test(s) and/or rate(s) are attached.                             |                          |                                     |                          |
| 201 | 28. Has any residence on this property ever been moved from its original            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 202 | foundation to another foundation?   |                          |                                     |                          |
| 203 | 29. Is this property in a Planned Unit Development? Planned Unit Development        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 204 | is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,              |                          |                                     |                          |
| 205 | controlled by one (1) or more landowners, to be developed under unified             |                          |                                     |                          |
| 206 | control or unified plan of development for a number of dwelling units,              |                          |                                     |                          |
| 207 | commercial, educational, recreational or industrial uses, or any combination of     |                          |                                     |                          |
| 208 | the foregoing, the plan for which does not correspond in lot size, bulk or type     |                          |                                     |                          |
| 209 | of use, density, lot coverage, open space, or other restrictions to the existing    |                          |                                     |                          |
| 210 | land use regulations." Unknown is not a permissible answer under the statute.       |                          |                                     |                          |
| 211 | 30. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 212 | Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of       |                          |                                     |                          |
| 213 | limestone or dolostone strata resulting from groundwater erosion, causing a         |                          |                                     |                          |
| 214 | surface subsidence of soil, sediment, or rock and is indicated through the          |                          |                                     |                          |
| 215 | contour lines on the property's recorded plat map."                                 |                          |                                     |                          |

**D. CERTIFICATION.** I/We certify that the information herein, concerning the real property located at

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

Transferor (Seller) [Signature] Date 7/18/17 Time 1:50 PM  
 Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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

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

Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Transferee (Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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

*NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the 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.*

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Version 01/01/2017

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# CRYE-LEIKE®

REAL ESTATE SERVICES

## Agreement To Show Unlisted Property

1. On this 26<sup>th</sup> day of June, 2 2017, we confirm our agreement to allow the below-identified Crye-Leike affiliated licensee to show my/our property (hereinafter "Real Property") located at:

4029 Scotwood Drive Nashville TN 37211  
Street City State Zip

2. The name of the party(ies) (hereinafter "Purchaser(s)") to which permission to show is granted is/are:

Thang Muan Lien  
Print Full Name(s)

3. The Real Property is not listed with Crye-Leike or any other real estate brokerage company. This agreement does not constitute a "listing" of the property for sale.


4. Should Owner(s)/Seller(s) accept an offer to sell or transfer Real Property to Purchaser(s), Owner(s)/Seller(s) agree to pay Crye-Leike a commission of 3% of the agreed upon sales price or value of the transfer, whichever is applicable to the transaction, plus \$195. Said commission payment may be delayed until closing. Should Owner(s)/Seller default in any purchase and sale or transfer agreement to Purchaser(s), the commission shall remain due. Owner/Seller shall pay Crye-Leike all costs plus attorney fees in the event legal action is instituted to recover the commission.

5. It is understood by all parties that the Crye-Leike licensee does not represent the Owner/Seller and this document does not create an agency relationship between Owner/Seller and licensee or Crye-Leike.


6. In the event Owner/Seller and Purchaser reach an agreement to sell or transfer Real Property, Crye-Leike is hereby authorized to place its "Sold" sign on Real Property for a period of at least one month. Crye-Leike is authorized to place information about the sale of Real Property in an applicable multiple listing service to which CRYE-LEIKE is a member in accordance with MLS regulations.

7. The term of this agreement is 12 months.

By signing below, I/we represent that we have read the foregoing and have authority to enter into this Agreement.

  
Owner/Seller Signature Owner/Seller  
Print name: Patrick O. Chavez

\_\_\_\_\_  
Signature  
Print name: \_\_\_\_\_

  
Licensee's Signature  
Print name: Gao San Ling

# **CRYE-LEIKE** REAL ESTATE SERVICES

## **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:

4029 Scotwood Drive Nashville, TN

### PROPERTY ADDRESS

<p><b>SELLER NAME:</b> <u>Patrick O'Neal Cheevers</u></p> <p><b>LICENSEE NAME:</b> _____</p> <p>in this consumer's current or prospective transaction is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Seller is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Seller.</p> <p><input type="checkbox"/> Designated Agent for the Seller.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>	<p><b>BUYER NAME:</b> <u>Thang Muan Lian</u></p> <p><b>LICENSEE NAME:</b> <u>Go San cing</u></p> <p>in this consumer's current or prospective transaction is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Buyer is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Buyer.</p> <p><input checked="" type="checkbox"/> Designated Agent for the Buyer.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>
--	--

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, 3<sup>rd</sup> 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.

<p><u>Patrick O. Cheevers</u> 7/18/17</p> <p>Seller Signature _____ Date _____</p>	<p><u>Thang M Lian</u> 07/14/2017</p> <p>Buyer Signature _____ Date _____</p>
<p>Seller Signature _____ Date _____</p>	<p>Buyer Signature _____ Date _____</p>
<p>Listing Licensee _____ Date _____</p>	<p>Selling Licensee 339926 _____ Date _____</p>
<p>Listing Company _____</p>	<p><b>Crye-Leike Realtors</b> Selling Company _____</p>

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF  
TENNESSEE

IN RE:

PATRICK O'NEAL CHEVERS	)	CHAPTER: 11
SSN: XXX-XX-9672	)	CASE NO.: 14-07044
230 1/2 GARNER AVENUE	)	JUDGE: MASHBURN
MADISON, TN 37115	)	
	)	
Debtor	)	

---

EXPEDITED ORDER SETTING HEARING ON DEBTOR'S EXPEDITED  
MOTION TO SELL REAL PROPERTY AT PRIVATE SALE FREE AND CLEAR OF  
LIENS

---

THIS MATTER IS BEFORE THE COURT, upon the Debtor's Expedited Motion to Sell Real Property at Private Sale Free and Clear of Liens. For good cause shown in the Motion, it is hereby **ORDERED** that the hearing on this motion shall be held on \_\_\_\_\_, 2017, at \_\_\_\_\_ in Courtroom \_\_\_\_\_, Customs House, 701 Broadway, Nashville, Tennessee.

***THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY  
AS INDICATED ON THE TOP OF THE FIRST PAGE***

APPROVED FOR ENTRY:

/s/ Randall K. Winton

RANDALL K. WINTON

WINTON LAW, PLLC

Attorney for Debtor

7003 Chadwick Drive, Suite 151

Brentwood, TN 37027-3288

(615) 739-5820 (telephone)

(615) 739-5821 (facsimile)

[rwinton@rwintonlaw.com](mailto:rwinton@rwintonlaw.com)