

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE:**

**PRIMUS WHEELER, JR.**

**CASE NO. 17-00354-EE**

**DEBTOR**

**CHAPTER 11**

**MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS,  
CLAIMS AND INTERESTS, WITH LIENS ATTACHING TO PROCEEDS  
OF SALE, OUTSIDE THE ORDINARY COURSE OF BUSINESS**

COMES NOW, Primus Wheeler, Jr., (the “Movant” or the “Debtor”) and files this, his *Motion to Sell Real Property Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business* (the “Motion”), and in support thereof would respectfully show as follows, to-wit:

**INTRODUCTION AND BACKGROUND**

1. Debtor initiated this case by the filing of his Voluntary Petition under Chapter 11 of the Bankruptcy Code on the 2<sup>nd</sup> day of February, 2017. Movant is the Debtor-in-Possession in this Chapter 11 case. Subsequent thereto, the Debtor has been, and is, the duly qualified, and acting Debtor-in-Possession in this Chapter 11 case. The Debtor is in control of his assets and is managing and operating the Debtor-in-Possession’s businesses.

2. This Honorable Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 105, 363, 365, 503, 507, 1107, related statutes, related rules and various orders of reference. This is a core proceeding.

3. At the time of filing herein, the Debtor owned certain house and real property located at 132 Azalea Circle, Jackson, MS.

4. An Agreed Order Authorized Debtor to employ JXN Housing LLC as Real Estate Broker [Docket No. 54] to market the real property was entered on April 25, 2017. JXN

Housing LLC has received an offer to purchase the real property from US Home AG Series 1, LLC dated as of May 31, 2017, a copy of which is attached, incorporated by reference and marked as Exhibit "A" hereto. The purchase price is \$32,000.00.

5. The offer represents the best opportunity for the Debtor to continue to operate and to preserve his going concern value and to generate the greatest return to the creditor and parties in interest.

6. The Debtor believes that a sale of the real property as contemplated by this Motion will maximize the value of the estate. Regions Bank holds a first mortgage which exceeds the amount of this payment and agrees to release its mortgage on this property.

7. The Debtor believes that in the event the Motion is approved, the result will be a successful sale of the Debtor's assets.

8. Accordingly, the Debtor at this time seeks authority to sell the real property.

9. In addition to the relief set forth above, upon a hearing with respect to the Motion, the Debtor request entry of an order that will, *inter alia*, (i) find that the buyer(s) of the assets has negotiated and purchased in good faith, and (ii) waive any stays, if they exist, set forth in the Bankruptcy Rules so the sale can be closed as soon as possible.

10. A prompt sale of the assets to US Home AG Series 1, LLC will likely enable the Debtor to realize good value for the real property. The Debtor believes that the terms and conditions set forth in the Motion are fair and equitable to the purchaser and the Debtor, and thus reflect a transaction that will ultimately result in a successful sale of the Debtor's real property. The Debtor believes that any material delay in consummating the proposed sale will result in a reduction in the value of the Debtor's real property. Therefore, the Debtor submits that the proposed sale of the assets to US Home AG Series 1, LLC is justified and should be approved by

the Court.

11. In accordance with Bankruptcy Rule 6004(f)(1), sales of property rights outside the ordinary course of business may be by private sale or public auction. The Debtor has determined that a private sale of the real property is in the best interests of the Debtor, its estate, and its creditors.

12. Section 363 of the Bankruptcy Code provides, in relevant part, that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” Section 105(a) of the Bankruptcy Code provides, in relevant part that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”

13. Although Section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, bankruptcy courts routinely authorize sales of a debtor’s assets if such sale is based upon the second business judgment of the debtor. *See, e.g., In re Trans World Airlines, Inc.*, Case No. 01-00056, 2001 WL 1820326, at \*10-11 (Bankr.D.Del. Apr. 2, 2001); *Meyers v. Martin(In re Martin)*, 901 F.3d 389, 395 (3rd Cir. 1996).

14. Courts typically consider the following factors in determining whether a proposed sale satisfies this standard: (a) whether a sound business justification exists for the sale; (b) whether adequate and reasonable notice of the sale was given to interested parties; (c) whether the sale will produce a fair and reasonable price for the property; and (d) whether the parties have acted in good faith. *See In re Del. & Hudson Ry.*, 124 B.R. at 176. In *In re Del. & Hudson Ry.*, the court further held that:

[o]nce a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale, the court must

also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the [proposed] purchaser is proceeding in good faith.

124 B.R. at 176.

15. The business judgment rule shields a debtor's management from judicial second guessing. *See In re Tower Air*, 416 F.3d 229, 238 (3d Cir. 2005). Once a debtor articulates a valid business justification, "[t]he business judgment rule is a presumption that directors act in good faith, on an informed basis, honestly believing that their action is in the best interests of the company." *Id.* Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

16. A sound business purpose for the sale of a debtor's real property outside the ordinary course of business may be found where such a sale is necessary to preserve the value of real property for the estate, its creditors, or interest holders. *See, e.g., In re Lionel Corp.*, 722 F.2d 1063,1071 (2nd Cir. 1983). In fact, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See In re Food Barn Stores, Inc.*, 107 F.3d 558, 56465 (8th Cir. 1997) (noting that in bankruptcy sales, "a primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand"); *In re Integrated Res., Inc.*, 147 B.R. at 659 ("It is a well established principle of bankruptcy law that the . . . [Debtor's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting *In re Atlanta Packaging Prods., Inc.*, 99 B.R. 124,130 (Bankr. N.D. Ga. 1988)). Here, in light of the Debtor's current condition, and prior orders requiring the Debtor to sell the assets, no further justification is needed.

17. The Debtor and its secured creditor Regions Bank have agreed that the secured creditor will receive all of the net proceeds of the sale for full release of its mortgage, less

\$2,500.00 realtor's commission and \$181.00 payment for the filing fee of this motion.

18. The sale of the real property will be consummated only after thorough consideration of all viable alternatives and after concluding that such transactions are supported by sound business justifications. Since the Debtor and its secured creditor have agreed that the real property must be sold, the business justifications for the requested sales are self-evident. Based on available information, the Debtor believes that the consideration to be received for the real property will be fair and reasonable under the circumstances.

19. The Debtor further submits that it is appropriate to sell the real property free and clear of (i) any Permitted Encumbrances or (ii) any permitted Liens, with any such Liens attached to the net sale proceeds of the assets, as and to the extent applicable. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interests;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- (4) such interest is in *bona fide* dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

20. Because Section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the assets "free and clear" of Liens. *In re Decora Indus., Inc.*, Case No. 004459 (JJF), 2002 WL 32332749, at \*7 (D. Del. May 20, 2002) ("Because § 363(f) is drafted in the disjunctive, the satisfaction of any of the requirements outlined is sufficient to warrant Debtors' sale of the Debtor's real property free and clear of all Interests").

21. The Debtor believes that one or more of the tests of Section 363(f) of the Bankruptcy Code are satisfied with respect to the transfer of the real property. In particular, the Debtor believes that at least Section 363(f)(2) of the Bankruptcy Code will be met in connection with the transactions proposed because the party holding the secured lien on the real property will consent and receive the net proceeds of the sale less \$2,500.00 realtor's commission and \$181.00 payment for the filing fee of this motion.

22. The holder of the secured lien also will be adequately protected by having its lien attach to the sale proceeds received by the Debtor for the sale of the real property, in the same order of priority, with the same validity, force, and effect that such creditor had prior to such sale, subject to any claims and defenses that the Debtor and its estate may possess with respect thereto. Accordingly, Section 363(f) of the Bankruptcy Code authorizes the sale of the real property free and clear of any such Liens.

23. US Home AG Series 1, LLC is not liable for any of the Debtor's liabilities as a successor or otherwise, unless US Home AG Series 1, LLC expressly assumes such liabilities as provided for in the Contract.

24. Although Section 363(f) of the Bankruptcy Code provides for the sale of real property "free and clear of any interests," the term "any interest" is not defined in the Bankruptcy Code. *Folger Adam Security v. DeMatteis/MacGregor .IV*, 209 F.3d 252, 257 (3d Cir. 2000). In *In re Trans World Airlines, Inc.*, the Third Circuit specifically addressed the scope of the term "any interest." 322 F.3d 283, 28889 (3d Cir. 2003). The Third Circuit observed that while some courts have "narrowly interpreted interests in property to mean *in rem* interests in property," the trend in modern cases is toward "a more expansive reading of 'interests in property' which 'encompasses other obligations that may flow from ownership of the property.'"

*Id.* at 289 (citing 3 *Collier on Bankruptcy* 1363.06[1]).

25. Courts have held that a buyer of a debtor's assets pursuant to a Section 363 sale takes free from successor liability resulting from preexisting claims. *See The Ninth Ave. Remedial Group v. Allis-Chalmers Corp.*, 195 B.R. 716, 732 (N.D. Ind. 1996) (stating that a bankruptcy court has the power to sell assets free and clear of any interest that could be brought against the bankruptcy estate during the bankruptcy); *MacArthur Co. v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 837 F.2d 89, 9394 (2d Cir. 1988) (holding channeling of claims to proceeds consistent with intent of sale free and clear under Section 363(f) of the Bankruptcy Code); *In re New England Fish Co.*, 19 B.R. 323, 329 (Bankr. W.D. Wash. 1982) (holding transfer of property in free and clear sale included free and clear of Title VII employment discrimination and civil rights claims of debtor's employees); *In re Hoffman*, 53 B.R. 874, 876 (Bankr. D.R.I. 1985) (holding that transfer of liquor license free and clear of any interest permissible even though the estate had unpaid taxes was permissible).

26. Here, this Chapter 11 Case was filed in good faith. The sale process has also been, and will be, conducted in good faith and at arm's length. The Debtor expects that if the Court approves a sale of the real property, it will be able to satisfy the Court that (a) the purchaser engaged in arm's length negotiations with the Debtor and did not exert control or undue influence over the Debtor, (b) the purchaser is a completely and wholly unrelated entity to the Debtor, (c) the purchaser does not, and will not, share any common incorporators, officers, directors, or stockholders with the Debtor, and (d) the purchaser is not an insider of the Debtor.

27. For obvious reasons, the very purpose of an order purporting to authorize the transfer of real property free and clear of all "interests" would be frustrated if claimants could thereafter use the transfer as a basis to assert claims against a purchaser arising from a seller's

presale conduct. Furthermore, the Debtor will provide notice of the proposed sale to all known parties in interest that may assert claims or interests relating to the assets against the Debtor, including the Internal Revenue Service, Mississippi Department of Revenue, trade creditors, contract counterparties, lenders, and other parties known to the Debtor to be asserting claims relating to the assets.

28. Under Section 363(f) of the Bankruptcy Code, a purchaser of assets is entitled to know that the assets are not subject to latent claims that will be asserted against the purchaser after the proposed transaction is completed. Accordingly, consistent with the above cited case law, the order approving the sale of the assets may provide that the purchaser of the assets is not liable as a successor under any theory of successor liability, for claims that encumber or relate to the assets.

29. Accordingly, absent a showing of fraud, collusion between a purchaser and a debtor, or an attempt by the purchaser to take grossly unfair advantage of other bidders, courts will uphold the transaction under Section 363(m) of the Bankruptcy Code. *See, e.g., In re Trans World Airlines, Inc.*, Case No. Civ. A. 01226 (SLR), 2002 WL 500569, \*1 (D. Del. Mar. 26, 2002) (upholding bankruptcy court's ruling premised on finding that there was 'no evidence of unlawful insider influence or improper conduct,' nor was there "any evidence of fraud or collusion between [the prevailing purchaser] and [debtors], or [the prevailing purchaser] and other bidders," that sale was in good faith); *see also Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, Ill. F.3d 269, 276 (2d Cir. 1997) ("Typically, the misconduct that would destroy a purchaser's good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.")



30. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, the Debtor prays that upon a hearing hereof, this Honorable Court will enter its Order granting the Motion and authorizing the Debtor to execute such instruments of transfer as commercially reasonable and necessary to consummate and effectuate the contemplated transaction hereunder, and that the Court will approve the sales of the real property free and clear of liens, claims, encumbrances and interests and for the proceeds to be paid to Regions Bank after payment of the \$2,500.00 realtor's commission and \$181.00 payment for the filing fee of this motion. The Debtor prays for general relief.

DATED, this the \_\_\_\_\_ day of June, 2017.

**PRIMUS WHEELER, JR.  
D/B/A VERANDA APARTMENTS**

/s/J. Walter Newman IV  
J. WALTER NEWMAN IV

J. Walter Newman IV, MSB# 3832  
NEWMAN & NEWMAN  
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Ridgeland, MS 39157  
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Attorney for Debtor

**CERTIFICATE OF SERVICE**

I, J. WALTER NEWMAN IV, do hereby certify that I have this day served via United States mail, postage prepaid and/or Notice of Electronic Filing, a true and correct copy of the above and foregoing Pleading to the following:

Office of The United States Trustee  
United States Courthouse  
501 E. Court St., Suite 6-430  
Jackson, MS 39201  
[USTPRegion05.JA.ECF@usdoj.gov](mailto:USTPRegion05.JA.ECF@usdoj.gov)

Jay Gore, III  
[jgore@gorekilpatrick.com](mailto:jgore@gorekilpatrick.com)

Dated this the \_\_\_\_ day of June, 2017.

**/s/J. Walter Newman IV**  
J. WALTER NEWMAN IV

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE**

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1. **1. PARTIES.** Buyer(s) US Home AG Series 1, LLC
2. Seller(s) \_\_\_\_\_
3. Buyer(s) agree to buy and Seller(s) agree(s) to sell, the herein described property on the terms and conditions set forth herein.
4. **2. PROPERTY. Description:** \_\_\_\_\_
5. \_\_\_\_\_
6. 132 Azalea Cir. in Jackson, MS 39206 County, MS
7. (street address) (city/town/zip code)
8. together with the following items: \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_ all items permanently attached, unless specifically excluded herein. The Property is further
11. described as tax parcel # \_\_\_\_\_ in the public records of the county
12. within which the property is located, the exact legal description to be determined by survey (if warranted or agreed).
13. **Mineral Rights:** Seller(s) will transfer ☒ ANY ☐ NONE ☐ OTHER \_\_\_\_\_ (%) of mineral rights
14. which it possesses in the real property to the Buyer(s).
15. **3. PURCHASE PRICE:** Buyer will pay a total price of \$ 32,000.00 as follows:
16. **Cash Down Payment at Closing** (subject to adjustments and pro-rations) \$ \_\_\_\_\_
17. **Balance:** \$ \_\_\_\_\_ payable as (check one)
18. (A) ☐ Cash
19. (B) ☐ New Loan (check appropriate boxes): ☐ FHA ☐ VA ☐ CONV ☐ Other: \_\_\_\_\_
20. ☐ Adjustable ☐ Fixed
21. **4. EARNEST MONEY.** A sum of \$ 1,000.00 (cash ☐ check ☒) is to be deposited with
22. NeighborHouse [Broker/Trustee], who shall hold it in trust, presuming clearance
23. of check. Upon acceptance of the Contract, earnest money deposit and down payment received by above named Broker/Trustee
24. shall be deposited in a federally insured escrow account and shall remain in that account until the transaction has been consummated
25. or terminated. In any event of failure to close, Broker/Trustee has authority to provide the earnest money to the rightfully entitled
26. party based upon the terms of the Contract. In the event the Broker/Trustee cannot determine by the terms of the Contract which
27. party is rightfully entitled to the earnest money, the Broker/Trustee shall interplead the funds.
28. **5. CONTINGENCIES.**
29. (A) **No Waste.** This Contract is conditioned upon delivery of the Property and any and all improvements in their present condition,
30. reasonable wear and tear excepted. Seller(s) shall preserve the Property in its present general condition, normal wear and tear
31. excepted, and shall not permit the Property to suffer waste avoidable by the reasonable exercise of due care. Any material change to
32. the Property shall be disclosed in accordance with the Mississippi Real Estate Brokers License Law of 1954, as amended, allowing
33. for termination of the offer as prescribed by law (*see* Miss. Code Ann., Sec. 89-1-503).
34. (B) **Loan.** Contract is contingent upon Buyer(s) being approved for a loan sufficient to close, provided that Buyer(s) makes timely
35. application and good faith efforts to secure a loan prior to Closing. Within seven (7) calendar days after the Effective Date of the
36. Contract, Buyer(s) will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently
37. and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make
38. timely payment of any costs of obtaining such loan approval. Failure of the Buyer(s) to make timely application for loan and
39. exercise good faith efforts to facilitate its approval shall entitle the Seller(s) at its option to (A) excuse the failure and proceed with
40. the transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare the
41. Contract void and refund to Buyer(s) the earnest money deposit. OR (C) treat the failure as a Breach by Buyer(s) under paragraph 10
42. hereof.
43. (C) **Appraisal.** ☐ Applicable ☒ Not Applicable (Check One)
44. If applicable, Property must appraise at or above Purchase Price or Buyer(s) shall not be obligated to complete the purchase of the

45. Property and all Earnest Money shall be refunded to Buyer(s), except when Buyer(s) have failed to secure a timely appraisal in good  
 46. faith. Failure of Buyer(s) to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.
47. **(D) Warranty And Inspections. (Select One):**
48. ☐ **Sale Without Warranty; No Home Inspection.** Buyer(s) has/have inspected the property and find(s) same to be in  
 49. satisfactory condition and DO(ES) NOT wish to secure a home inspection. Buyer(s) accept(s) the Property in its condition as of the  
 50. Effective Date of this Contract, and acknowledge(s) that neither Seller(s) nor Listing Broker nor Seller Broker or salespersons  
 51. associated with this transaction have made any warranty, express, implied or otherwise, as to the Property, except such express  
 52. warranties as the parties agree to in writing attached hereto, which shall survive Closing.
53. **OR**
54. ☒ **Home Inspection.** Buyer(s) shall, at Buyer(s) expense, arrange for a Mississippi licensed home inspector(s) to conduct an  
 55. inspection (or inspections) for the purpose of evaluating non-cosmetic systems (roof, plumbing, heating, air conditioning, electrical,  
 56. appliances, pools, spas, treatment systems or other systems) to determine if they are in proper working order. Buyer(s), or any  
 57. designee, and Buyer's home inspector shall have the right to enter the Property at reasonable hours, with twenty-four (24) hours  
 58. prior notice, and conduct inspections for purposes of this paragraph. On the designated inspection date(s), Seller(s) shall provide  
 59. unlimited access to the Property, and shall see that all utilities are on at the time of the inspection. In the event of failure of Seller(s)  
 60. to make proper provision for properly noticed inspection(s), Seller(s) shall be responsible to Buyer(s) for reasonable loss or expense  
 61. incurred by Buyer(s) as a result of a failed or partial inspection, including the cost of necessitated secondary inspections.
62. (1) If a timely (as defined herein) Home Inspection Report reveals material deficiencies that have not previously been disclosed on  
 63. the Property Condition Disclosure Statement ("PCDS") in accordance with Sections 89-1-501 through 89-1-527 of the  
 64. Mississippi Code of 1972 and which require amendment of the PCDS, Buyer(s) shall identify such material deficiencies to  
 65. Seller(s) in writing together with a copy of relevant portions of the Home Inspection Report and Seller and Buyer shall comply  
 66. with Sections 89-1-501 through 89-1-527 of the Mississippi Code of 1972 with regard to such disclosures, including Buyer's  
 67. option to rescind this contract as set forth in Section 89-1-503 of the Mississippi Code of 1972, as amended.
68. (2) If a timely (as defined herein) Home Inspection Report reveals non-cosmetic deficiencies that do not require amendment of the  
 69. PCDS, Buyer(s) shall identify such non-cosmetic deficiencies to Seller(s) in writing together with a copy of relevant portions of  
 70. the Home Inspection Report. Upon receipt of such written notice, Seller(s) agree(s) to pay for repairs of such non-cosmetic  
 71. items up to but not to exceed an aggregate total of \$ \_\_\_\_\_ (if blank not completed, amount is zero), and  
 72. Buyer(s) agree to accept such payment as Seller(s)' sole obligation under this paragraph to the extent such repairs do not exceed  
 73. such amount; if such repairs exceed this amount or if the blank is not completed, Buyer(s) and Seller(s) shall have three (3)  
 74. business days in which to perform any due diligence concerning said repairs and, if they should agree, to amend this Contract  
 75. concerning such repairs. Should Buyer(s) and Seller(s) not be in agreement as to how such repairs shall be handled at the end of  
 76. said three (3) business day due diligence period, Buyer(s) shall have an additional three (3) business days to terminate this  
 77. Contract and receive a refund of any Earnest Money OR to accept the Seller's payment (if any) and proceed to Closing. Failure  
 78. of the Buyer(s) to make its election to terminate this Contract as set forth herein (TIME BEING OF THE ESSENCE) shall  
 79. constitute a waiver by Buyer(s) of such right and the parties shall proceed to Closing.
80. (3) The foregoing notwithstanding, if Buyer(s) do/does not have property inspected OR give(s) written notice with copies of  
 81. relevant portions of the Home Inspection Report as required above within ten (10) business days of the Effective Date of this  
 82. Contract, then Buyer(s) agree(s) to accept the property without repairs and with no warranties or representations from Seller(s)  
 83. or their agent(s) or representative(s), and the parties shall proceed to Closing.
84. **(E) Final Walk-Through Inspection.** Irrespective of the election made above, Buyer(s) retain(s) the right to perform a final walk-  
 85. through Inspection of the Property prior to Closing to verify the terms of the Contract have been fulfilled.
86. **(F) Wood Destroying Insect Report. (check one)** ☐ Buyer(s) ☒ Seller(s) shall, at their expense, furnish within 5  
 87. calendar days before Closing approved FHA/VA Wood Destroying Insect Report ("WDIR") from a licensed termite company  
 88. indicating that Property shows no evidence of termite or other wood-destroying insect infestation. If such infestation constitutes  
 89. material damage, Buyer(s) can, within three (3) calendar days of receipt thereof, declare the Contract null and void and have its  
 90. earnest money refunded. Additionally, when infestation is found on the subject Property, Seller(s) can at its option either furnish a  
 91. warranty of approved treatment and correct any structural damage caused by such infestation OR deem said repairs as cost  
 92. prohibitive and declare the contract null and void, refunding Buyer(s)' earnest money. Parties acknowledge that Listing and Selling  
 93. Broker(s), salespersons associated with this transaction, Lender, and attorney(s) have the right to rely solely on the WDIR at Closing.  
 94. In the event damage is found thereafter, Buyer(s) release(s) Listing and Selling Broker(s), salespersons associated with this  
 95. transaction, Lender, and attorney(s) from any liability. Both Buyer and Seller acknowledge that the Broker(s) shall not recommend  
 96. any pest control company or in any way warrant the inspection or treatment made by the company or any other person, and is in no  
 97. way responsible for damage attributable to wood destroying insects or related repairs. Cost of the WDIR (check one) ☐ IS  
 98. ☒ IS NOT included in Seller's Closing Costs under Section 6(D).



99. **(G) Pre-Closing Loss.** In the event of damage to the Property or improvements before Closing by virtue of causes beyond the parties' control, such as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon thereafter as reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:

102. (1) cancel this contract and be entitled to the return of earnest money deposits; OR

103. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; OR

104. (3) seek to reach suitable agreement with Seller(s) as to repair(s), extension of the Closing date and/or other adjustments to the Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after election by Buyer(s) to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle Buyer(s) to the return of earnest money deposits.

108. **6. CLOSING.**

109. **(A) Deadline to Close.** Closing to be on June 23rd, 2017, or before if mutually agreed to in writing by the parties (subject to the provisions of Section 9(G) hereof).

111. **(B) Title And Conveyance.** At Closing, Seller shall deliver to Buyer a ☒ **General Warranty Deed** ☐ **Special Warranty Deed**

112. ☐ **Assignment of Lease** ☐ **Quitclaim Deed** vesting title to the Property in (write names clearly):

113. \_\_\_\_\_ ;

114. and a certificate of title prepared by an attorney upon whose certificate title insurance may be obtained from a title insurance company acceptable to Buyer(s) and qualified to do and doing business in the State of Mississippi. Seller(s) shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not specifically assumed by Buyer(s) herein. Title shall be Good, marketable and insurable, subject only to the following items recorded in the Chancery Clerk's Office of said county: easements without encroachments, applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer(s), at its option, may either (A) if defects cannot be cured by designated Closing date, cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller(s) such reasonable time to perform this curative work at Seller(s)' expense. In the event curative work is performed by Seller(s), the time specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not to exceed thirty (30) days unless agreed to in writing by the parties.

126. **(C) Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are to be prorated as of the Closing date for the year of the sale.

128. **(D) Closing Costs.** At Closing, Seller agrees to pay up to \$ 0.00 toward total costs of sale not covered by other provisions of this Contract (subject to applicable law; does not include Compensation to Brokers, Seller's repair costs (if any), cure of title defects under paragraph 6(B), or prorated items under paragraph 6(C)).

131. **(E) Possession.** Possession shall be delivered to Buyer(s) (**check one**):

132. ☒ Upon completion of Closing and full funding

133. ☐ By separate *Possession Addendum* attached and made a part of this Contract

134. **7. DISCLOSURES.**

135. **(A) Multiple Listing Service ("MLS").** The Selling Broker is a participant of the Central MLS Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.

137. **(B) Property Condition Disclosure Statement ("PCDS"). (Select One):**

138. ☐ NO Property Condition Disclosure Statement is required in accordance with Sections 89-1-501 et seq. of the Mississippi Code, as amended.

140. OR

141. ☐ Buyer(s) acknowledge(s) receipt of the Property Condition Disclosure Statement in accordance with Sections 89-1-501 et seq. of the Mississippi Code, as amended.

143. OR

144. ☒ The Property Condition Disclosure Statement is to be delivered after the Buyer has made an offer, in accordance with Sections 89-1-501 et seq. of the Mississippi Code, as amended. Upon delivery, the Buyer may terminate any resulting real estate contract, including this Contract, or withdraw any offer for a time period of three (3) days after the delivery in person or five (5) days after the delivery by deposit in mail. Such termination or withdrawal shall be without penalty and any deposit or Earnest Money shall be promptly refunded.

149. **(C) Equal Housing Opportunity.** In accordance with the federal Fair Housing Law, it is illegal to block bust or to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage services.





153. **(D) Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan  
 154. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage  
 155. company to release any information pertinent to the mortgage secured by the Property to foresaid brokers or salespersons and the  
 156. closing attorney.

157. **(E) Lead-Based Paint Disclosure.** Every buyer of any interest in residential property on which a residential dwelling was built  
 158. prior to 1978 is notified that such subject property may present exposure to lead from lead-based paint that may place young  
 159. children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage,  
 160. including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses  
 161. a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any  
 162. information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any  
 163. unknown lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
 164. purchase.

165. **8. BROKERS AND SALESPERSONS.**

166. **(A)** The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

167. Selling Brokerage NeighborHouse Selling Agent Dallis Ketchum  
 168. Selling Brokerage Address: 1104 N Jefferson St, Jackson, MS 39202-2429  
 169. Selling Broker License No. 19971 Selling Agent License No. \_\_\_\_\_  
 170. Business Phone (601) 376-9525 Business Phone \_\_\_\_\_  
 171. Email: \_\_\_\_\_ Facsimile: \_\_\_\_\_

172. Listing Brokerage JXN Housing Listing Agent Dallis Ketchum  
 173. Listing Brokerage Address: \_\_\_\_\_  
 174. Listing Broker License No. \_\_\_\_\_ Listing Agent License No. \_\_\_\_\_  
 175. Business Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
 176. Email: \_\_\_\_\_ Facsimile: \_\_\_\_\_

177. **(B) Agency Relationship. (Check One):**

178. ☐ The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s) is/are the  
 179. customer.

180. ☒ The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent the Buyer(s).

181. ☒ The Listing Firm and its salespersons represent both Seller(s) and the Buyer(s) as dual agents by mutual agreement and all  
 182. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.

183. ☐ The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are not represented and is/are a customer.

184. **(C) Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement  
 185. or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action,  
 186. the defaulting party agrees to pay court costs including reasonable attorney fees. Compensation due hereunder is deemed earned,  
 187. due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller(s), though Broker  
 188. agrees to accept payment at Closing as an accommodation to the parties.

189. **(D) No Reliance.** Neither party shall be bound by any terms, conditions, oral statements, warranties or representations not herein  
 190. contained. Seller(s) and Buyer(s) acknowledge that neither of them have relied upon any statement, representation or omission made  
 191. or documentation provided by the other party or the Broker(s) and salesperson(s) and their representatives relating to this transaction  
 192. including, but not limited to, value of the Property, condition of the Property, the decision to sell or purchase the Property, the terms  
 193. or condition of sale, tax or legal considerations or liability, size or condition of the Property, the presence or lack thereof of UFFI  
 194. insulation, the presence of or lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous flooding, effect of or location  
 195. within Mississippi State Tidelands or Federal wetlands, presence of expansive soils, or the presence or absence or enforceability of  
 196. acceleration clauses or tax or balloon notes.

197. **(E) Liability.** Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received as  
 198. compensation.

199. **9. GENERAL.**

200. **(A) Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final  
 201. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,  
 202. conditions, oral statements, warranties or representations not herein contained.

203. **(B) Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.

204. **(C) Assignment.** This Contract shall not be assignable by either party without consent of the other party.

205. **(D) Effective Date.** For purposes of this contract the Effective Date is the date the last necessary party signs.

206. **(E) Notices.** Any notices required or permitted to be given under this Contract shall be delivered by hand or mailed by certified or



207. registered mail, return receipt requested, in a postage prepaid envelope or by nationally recognized overnight carrier service; by  
 208. facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email address is listed below), at  
 209. Sender's option, and addressed as follows:

210. If to Seller(s):

211. Address: \_\_\_\_\_

212. Facsimile: \_\_\_\_\_

213. Email: \_\_\_\_\_

214. If to Buyer(s):

215. Address: \_\_\_\_\_

216. Facsimile: \_\_\_\_\_

217. Email: \_\_\_\_\_

218. **(F) Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or  
 219. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.

220. **(G) Time Is Of The Essence.** Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in  
 221. performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this  
 222. Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by  
 223. no more than the actual number of days of delay necessitated by such law or regulation.

224. **10. BREACH.** Specific performance is the essence of this Contract, except as otherwise specifically provided for herein and as  
 225. further delineated below, and **TIME IS OF THE ESSENCE.**

226. In the event of breach of this Contract by Buyer(s), Seller(s) may, at its/their option (A) accept the earnest money deposit as  
 227. liquidated damages and this Contract shall be null and void; OR (B) file suit in any court of competent jurisdiction for damages; OR  
 228. (C) file suit in any court of competent jurisdiction for specific performance and any damages. If Seller elects to proceed under (A)  
 229. or (B) in this section, or if Seller(s) proceed(s) under (C) and is/are unsuccessful in a suit for specific performance but receive(s) an  
 230. award of the earnest money deposit and/or damages, Listing Broker shall retain or be paid one-half (1/2) of the earnest money  
 231. deposit amount or damages awarded as their compensation, not to exceed the full compensation due under the Listing Agreement. If  
 232. Seller(s) elects to proceed under option (C) and secure(s) specific performance, Listing Broker shall be paid the full compensation  
 233. due under the Listing Agreement.

234. In the event of breach of this Contract by Seller(s), Buyer(s) may at its/their option (A) accept the refund of its earnest money  
 235. deposit as liquidated damages and this Contract shall be null and void; OR (B) file suit in any court of competent jurisdiction for  
 236. damages, less credit for earnest money returned to Buyer(s); OR (C) file suit in any court of competent jurisdiction for specific  
 237. performance and any damages. In the event of Seller(s)' breach, Listing Broker shall be paid the full compensation due under the  
 238. Listing Agreement, unless this Contract requires Buyer(s) to pay all or any portion of said compensation. If it becomes necessary to  
 239. ensure the performance of this Contract for either party to initiate litigation, then the non-prevailing party agrees to pay reasonable  
 240. attorney fees and court costs in connection therewith to the prevailing party.

241. **11. SPECIAL PROVISIONS.** (If none, write "NONE" below):

242. This offer to purchase is subject to a 14 day inspection period at the sole expense and

243. discretion of the buyer.

244. \_\_\_\_\_

245. \_\_\_\_\_

246. \_\_\_\_\_

247. \_\_\_\_\_

248. \_\_\_\_\_

249. \_\_\_\_\_

250. \_\_\_\_\_

251. \_\_\_\_\_



252. **12. EXPIRATION OF OFFER.** This offer expires at 5:00 o'clock ☐ AM ☒ PM, Central Standard Time (CST) on

253. June 2nd, 2017 [date] if not accepted, countered or rejected by Seller(s) by that time.

254. **13. ATTACHMENTS. (Check All That Apply):**

255. <input checked="" type="checkbox"/> Dual Agency Confirmation	<input type="checkbox"/> Lead Based Paint Disclosure
256. <input type="checkbox"/> Mandatory Arbitration Addendum	<input type="checkbox"/> Option Agreement
257. <input type="checkbox"/> Pre-Closing Repair/Improvement Addendum	<input type="checkbox"/> Back Up Agreement Contingency
258. <input type="checkbox"/> Right of First Refusal Addendum	<input type="checkbox"/> VA/FHA Disclosures (as required)
259. <input type="checkbox"/> Pre-Closing Possession Addendum	<input type="checkbox"/> Other _____
260. <input type="checkbox"/> Post-Closing Possession Addendum	

261. **14. SIGNATURE BLOCKS.**

262. Signed this the 6/1/2017 day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a **copy** hereof received:

263. BUYER John H. Lee BUYER \_\_\_\_\_  
DocuSigned by: US Home AG Series 1, LLC A29D60B70B9044F...

264. Phone \_\_\_\_\_ Phone \_\_\_\_\_

265. The foregoing offer is **accepted** this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m.,

266. and a **copy** hereof received:

267. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

268. Phone \_\_\_\_\_ Phone \_\_\_\_\_

269. A copy of this **acceptance** has been received this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m.

270. BUYER \_\_\_\_\_ BUYER \_\_\_\_\_

271. The Sellers have **countered** this offer subject to the terms of the attached Counter Offer No. \_\_\_\_\_ this the \_\_\_\_\_

272. day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a **copy** hereof received:

273. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

274. The Sellers have received a copy of this offer and **rejected** same and make no counter offer this the \_\_\_\_\_ day of \_\_\_\_\_

275. \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a **copy** of this rejection has been delivered

276. to Buyer(s).

277. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

278. A **copy** of this **rejection** has been received this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m.

279. BUYER \_\_\_\_\_ BUYER \_\_\_\_\_





**DUAL AGENCY CONFIRMATION***Adopted Form of***The Mississippi Real Estate Commission  
Jackson, MS****Seller:** Primus Wheeler**Buyer:** US Home AG Series 1, LLC**Property:** 132 Azalea Cir. Jackson, MS 39206

This Dual Agency Confirmation is an addendum to and made part of the Offer to Purchase dated 6/1/2017, 20\_\_\_\_, between the above-captioned Seller and Buyer for the purchase of the specifically identified property.

The undersigned acknowledges that the licensee has explained dual agency representation to them and they have received the following information regarding disclosed dual agency:

1. A disclosed dual agent is a licensee who, with the informed written consent of Seller and Buyer, is engaged as an agent for both Seller and buyer.
2. As a disclosed dual agent the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.
3. A disclosed dual agent may NOT disclose:
  - (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller;
  - (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer;
  - (c) The motivation of the Seller or Buyer for selling, buying or leasing a property, unless otherwise instructed in writing by the respective party or
  - (d) That a Seller or Buyer will agree to financing terms other than those offered unless instructed in writing by the respective party.

Seller and Buyer hereby confirm that they give their informed consent to the disclosed dual agency of:

NeighborHouse & JXN Housing and Of which Dallis Ketchum is the principal broker of both  
*Name of Brokerage Firm* *Name of Licensee* *Name of Licensee*

who represent both Seller and Buyer in this transaction.

**Date:** \_\_\_\_\_ **Seller:** \_\_\_\_\_  
**Seller (print name):** \_\_\_\_\_

**Date:** 6/1/2017 **Buyer:** John G. Lee  
**Buyer (print name):** US Home AG Series 1, LLC  
AZ9D000570B9044F...

*This Dual Agency Confirmation form is Seller, Buyer and Property specific. It has been adopted by the Mississippi Real Estate Commission and is required to be used by real estate licensees pursuant to Rule IV. E. of the Rules and Regulations.  
 MREC-AD2 [Feb. 2001]*



## WORKING WITH A REAL ESTATE BROKER

\*\*THIS IS NOT A LEGALLY BINDING CONTRACT\*\*

Approved 01/2003 By  
MS Real Estate Commission  
P. O. Box 12685  
Jackson, MS 39232

### GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

### SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

**To the Seller:**

\*The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

**To the Buyer and Seller:**

\*A duty of honesty and fair dealing.

\*A duty to disclose all facts known to the Seller's agent materially affecting the value of the property, which are not known to, or readily observable by, the parties in a transaction.

### BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

**To the Buyer:**

\*The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

**To the Seller and Buyer:**

\*A duty of honesty and fair dealing.

### DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

**A Disclosed Dual Agent may not disclose:**

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- (c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

### IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting as agent for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

### THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as a:

- |   |   |
|---|---|
| <input type="checkbox"/> Client (Seller's or Landlords Agent)     | <input type="checkbox"/> Customer (Not as my Agent) |
| <input type="checkbox"/> Client (Buyer's or Tenants Agent)        |   |
| <input checked="" type="checkbox"/> Client (Disclosed Dual Agent) |   |

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

US Home AG Series 1, IL6

DocuSigned by:

DocuSigned by:

6/1/2017

(Date)

(Client)

(Client)

NeighborHouse & JXN Housing

(Company)

(Customer)

(Customer)

**LICENSEE** -Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.