



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

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

AUCTION FOR – Tim Wilder

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

AUCTION DATE – Wednesday, August 9th, 2023 at 4 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

OFFERING –

Legally described as:

88.8 +/- Acres and Improvements; Tax ID # 066 025.07; QC V92 139

More Commonly Known As: 2698 Cool Branch Road; Thorn Hill TN 37881-5209

- Online Bidding Open NOW
- Online Bidding Closes on Wednesday, August 9th, 2023 at 4 PM (EST)

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$20,000.** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, September 25, 2023.** Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

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

Aerial



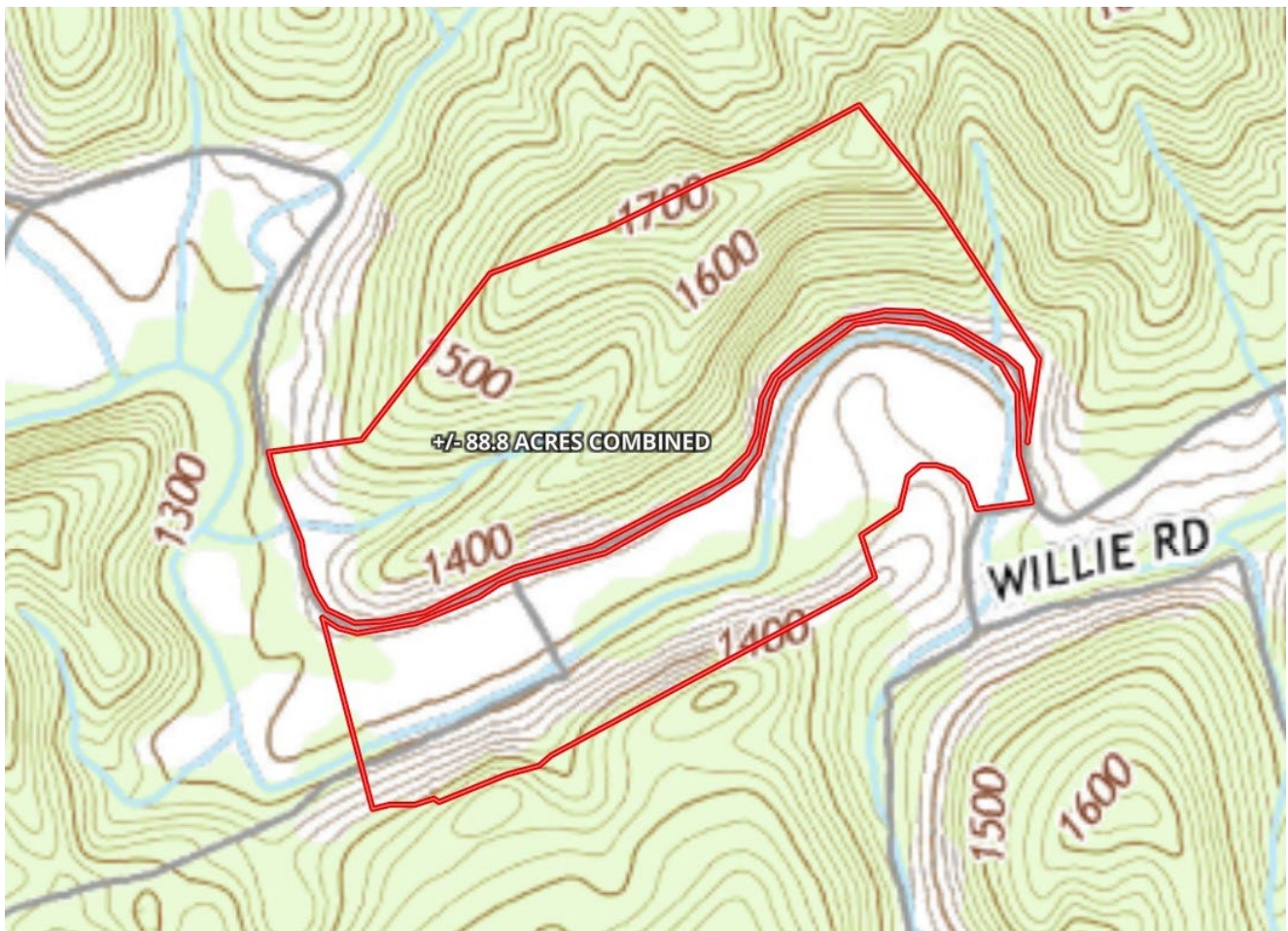
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only.**

Contour



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only.**

Topo



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



Neighborhood

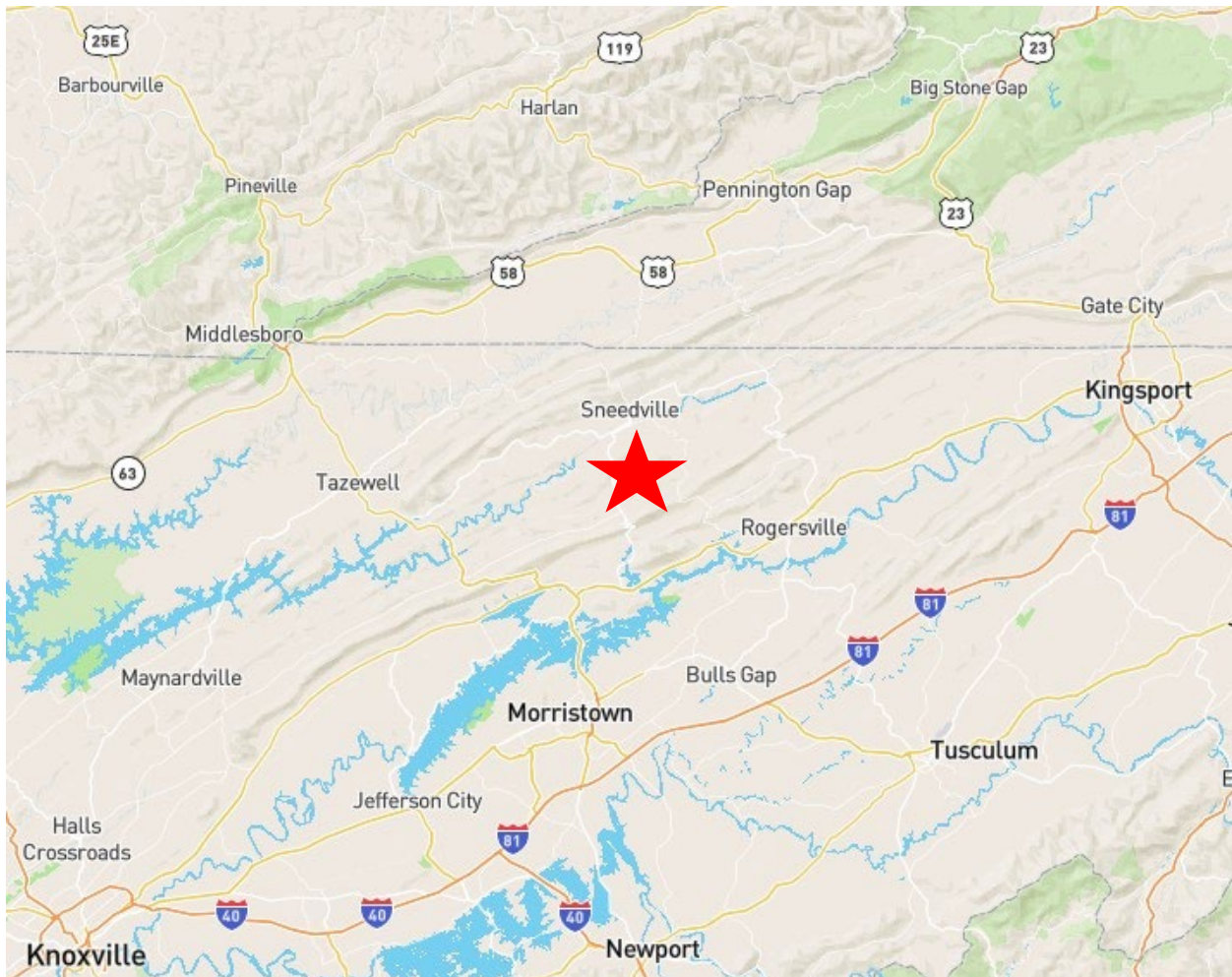
2698 Cool Branch Rd.,
Thorn Hill, TN





Location

2698 Cool Branch Road.,
Thorn Hill, TN



Hancock (034)
Tax Year 2023 | Reappraisal 2022

Jan 1 Owner

WILDER TIM

334 CLEVELAND AVE

MORRISTOWN TN 37813

Current Owner

334 CLEVELAND AVE

MORRISTOWN TN 37813

COOL BRANCH RD 2698

Ctr Map

Group

Parcel

066

025.07

000

Value Information				Residential Building #: 1			
Land Market Value:	\$168,600	Land Use Value:	\$86,100	Improvement Type:			
Improvement Value:	\$46,800	Improvement Value:	\$46,800	01 - SINGLE FAMILY			
Total Market Appraisal:	\$215,400	Total Use Appraisal:	\$132,900	Exterior Wall:			
		Assessment Percentage:	25%	04 - SIDING AVERAGE			
		Assessment:	\$33,225	Heat and AC:			
				0 - NONE			
Additional Information				Quality:			
W K WILDER FARM				1 - AVERAGE			
General Information				Square Feet of Living Area:			
Class: 11 - Agricultural		City:		1352			
City #:		Special Service District 1: 000		Foundation:			
Special Service District 1: 000		Neighborhood: R01		02 - CONTINUOUS FOOTING			
District: 02		Number of Mobile Homes: 0		Roof Framing:			
Number of Buildings: 1		Utilities - Electricity: 01 - PUBLIC		02 - GABLE/HIP			
Utilities - Water/Sewer: 11 - INDIVIDUAL /		Zoning:		Cabinet/Millwork:			
INDIVIDUAL				03 - AVERAGE			
Utilities - Gas/Gas Type: 00 - NONE				Interior Finish:			
Outbuildings & Yard Items				07 - DRYWALL			
Building #	Type	Description	Units	Bath Tiles:			
1	ASH - ATTACHED SHED	16X36	576	00 - NONE			
Sale Information				Shape:			
Long Sale Information list on subsequent pages				01 - RECTANGLE			
Land Information				Building Sketch			
Long Land Information list on subsequent pages							
				Building Areas	Areas	Square Feet	
					BAS - BASE	1,040	
					OPF - OPEN PORCH FINISHED	210	
					SPU - SCREEN PORCH UNFINISHED	147	
					USL - UPPER STORY LOW	1,040	



Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
8/24/2021	\$0	V92	139		QC - QUITCLAIM DEED	-
1/2/1977	\$0	41	24		-	-
1/4/1976	\$0	37	500		-	-
1/1/1000	\$0	61	204		-	-
1/1/1000	\$0	57	250		-	-

Land Information

Deed Acres: 0	Calculated Acres: 88.8	Total Land Units: 88.81
Land Code	Soil Class	Units
45 - CROP	A	11.00
45 - CROP	P	9.00
54 - PASTURE	P	5.00
62 - WOODLAND 2	P	63.31
04 - IMP SITE		0.50

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QUITCLAIM DEED

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THIS DEED, made this 24th day of August, 2021, by and between, DOLLIE WILDER, a widow not having remarried, whose mailing address is 334 Cleveland Avenue, Morristown, Tennessee 37813, hereinafter called the Party of the First Part; and TIM WILDER, whose mailing address is 334 Cleveland Avenue, Morristown, Tennessee 37813, hereinafter called the Party of the Second Part.

WITNESSETH:

WHEREAS, H.K. WILDER, died intestate on December 12, 2003, leaving DOLLIE WILDER as his widow, and surviving tenant by the entirety in and to the herein described real property; and

WHEREAS, DOLLIE WILDER, as the sole owner of said real property, has the perfect legal right to enter into this conveyance.

NOW THEREFORE, the said Party of the First Part, for and in consideration of the love and affection for my son, the Party of the Second Part, and other good and valuable consideration, the receipt of which is hereby acknowledged, has gifted and does hereby gift, convey, remise, release and forever quitclaim unto the said Party of the Second Part, his successors and assign, all of her right title and interest in and to the following described premises situated in the Second (2nd) Civil District of Hancock County, Tennessee, and more particularly described as follows:

TRACT NO. 1: BEGINNING on the north side of War Creek Road at an apple tree; thence east to the top of the hill and an iron pin at H.K. Wilder's corner; thence south to a box elder; thence south to a beech tree at the spring; thence south to the top of the ridge with said Wilder's line; thence west with the top of the ridge to a set iron pin; thence north down across the creek and on to a marked hickory on the south side of War Creek Road; thence north across the said road and running northwardly with said road to the BEGINNING

3

Being the same premises conveyed to Harvey K. Wilder (deceased) et ux, Dollie Wilder by deed of Elmer Wilder et ux, Stella Wilder, dated September 29, 1975, and of record in Deed Book 37, Page 7, in the Register's Office for Hancock County, Tennessee.

TRACT NO. 2: BEGINNING on the east side of War Creek Road and Mack Brewer's line; thence east with said Brewer's line to an oak tree and Wilder's line; thence south to the top of the hill and an iron pin; thence west to an apple tree near the said road; thence north with said War Creek Road to the BEGINNING point. Containing 25 acres, more or less.

Being the same premises conveyed to H.K. Wilder (deceased) et ux, Dollie Wilder by deed of Imogene Wilder Horner et vir, Emory Horner, dated September 13, 1977, and of record in Deed Book 41, Page 24, in the Register's Office for Hancock County, Tennessee.

EXCEPTION:

Excepted from Tract No. 2 and not conveyed herein is the following tract of real property:

BEGINNING at a point in the western margin of the Cool Branch Church parking lot, corner to the remaining land of Dollie Wilder; thence with the severance line of the remaining land of Dollie Wilder the following three (3) courses and distances, to-wit: westwardly 42 feet to a metal rod; thence northwardly 106 feet to a wooden post; thence eastwardly 76 feet 8 inches to a point in the western margin of the driveway; thence southwardly with the curve of the driveway approximately 100 feet to the parking lot; thence westwardly and southwardly with the margin of the parking lot to the point of BEGINNING. Containing 0.186765 acres, more or less.

Being the same premises conveyed to Cool Branch Baptist Church by deed of Dollie Wilder, dated June 11, 2011, and of record in Volume Book 42, Page 547, in the Register's Office for Hancock County, Tennessee.

TRACT NO. 3: BEGINNING at a marked sycamore on the north side of wire (sic) War Creek; thence south with said creek, crossing to the east side and cornering at a marked tree at Irene Wolfe's line; thence south up the ridge to the top with Horner's line to Fayne Greene's line; thence west with said Greene's line to an iron pin; thence north to a light pole on the south side of War Creek Road; thence north across road and up the hill to the top and iron pin; thence east with top of the ridge to an iron pin and Horner's line; thence south down the bluff to the BEGINNING corner; containing 25 acres, more or less.

Being the same premises conveyed to Harvey K. Wilder (deceased) et ux, Dollie Wilder by deed of Paul E. Goins et ux, Agnes Wilder Goins, dated April 3, 1986, and of record in Deed Book 57, Page 250, in the Register's Office for Hancock County, Tennessee.

TRACT NO. 4: BEGINNING on the north side of War Creek Road at a point known as the horse spring; thence north to the top of ridge and an iron pin; thence west with the top of the ridge to an oak corner; thence south down the bluff and across the road to a

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marked sycamore; thence across the creek and southwardly with said creek to a marked corner; thence southwardly up the ridge to Fayne Greene's line on top of the ridge; thence east with said Greene's line to a large rock on the west side of Cool Branch Church House; thence north to the well near the church house; thence northeastwardly to a marked cedar at Betty Johnson's line; thence with Johnson line around the edge of the bottom to War Creek; thence west with said creek to a set pin; thence north across creek and across the road to the BEGINNING point at the spring. Containing 18 acres, more or less.

TRACT NO. 5: BEGINNING at a point known as the horse spring on the north side of War Creek Road; thence north to the top of the ridge and an iron pin; thence east out the top of the ridge to an iron pin and Bonnie Yount's line; thence south down the ridge with Yount's line and around a small bottom and southwestwardly across the road to a set post; thence south on across Cool Branch Road to a set pin above the Cool Branch Bridge; thence west across said creek and Cool Branch Road to a long rock east of Cool Branch Church house; thence north to a marked cedar tree below said church house road; thence northwardly around the edge of the bottom and across the creek to a sycamore; thence west with said creek to a set iron pin; thence north across said road to the BEGINNING point. Containing 18 acres, more or less.

EXCEPTION:

Excepted from Tracts No. 4 and 5 and not conveyed herein is one (1) acre, more or less, conveyed to Cool Branch Church, and more particularly described as follows:

BEGINNING at the Cool Branch Church property above or south of the bridge; thence in a northwestwardly direction with road that goes around the church to a well house; thence in a westwardly direction leaving the well house a distance of 100 feet to a iron stake and corner of Glenn Johnson; thence in a southwardly direction a straight line and with Johnson line to the line of Fain Greene and top of ridge; thence in a eastwardly direction with Greene line to the property of Cool Branch Church; thence following the church property to the BEGINNING. Containing (1) acre, more or less.

Cool Branch Church shall have water rights to the well and house as long as the church exists.

Tracts No. 4 and 5 being the same premises conveyed to H.K. Wilder (deceased) et ux, Dollie Wilder by deed of Glenn Johnson et ux, Betty W. Johnson, dated March 12, 1988, and of record in Deed Book 61, Page 204, in the Register's Office for Hancock County, Tennessee.

All tracts being Map Number 66, Parcel Number 25.07 in the Property Assessor's Office for Hancock County, Tennessee.

The preparer of this deed makes no representation as to the status

encumbrances as may affect the premises.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set
her hand the day and year first above written.

Dollie Wilder
DOLLIE WILDER

STATE OF TENNESSEE

COUNTY OF Hamblen

Personally appeared before me, Paula R. Cook, a
Notary Public, in and for said County and State, the within named bargainor,
DOLLIE WILDER, with whom I am personally acquainted and who
acknowledged that she executed the foregoing instrument for the purposes and
things therein contained and expressed.

WITNESS my hand and official seal at office, this 24th day of
August, 2021.

Paula R. Cook
NOTARY PUBLIC

Commission Expires: May 26, 2025



STATE OF TENNESSEE, HAMCOCK COUNTY
I, or we have hereunto subscribed our names and the actual
consideration for the property is \$20 and the property is
interest in property is \$20 and the property is
\$20 and the property is \$20 and the property is
the amount of the property is \$20 and the property is
transferred with the property is \$20 and the property is
Affiant Floyd W. Phelan sale.

Subscribed and sworn to before me this 24
day of August 2021

James C. Gault Register

TENNESSEE LAND PURCHASE AND SALE CONTRACT

- I. **The Parties.** This Tennessee Land Purchase and Sale Contract ("Agreement") made on August 9th, 2023, ("Effective Date"), is between:

Buyer: _____ ("Buyer") with a mailing address of _____ who agrees to buy, and:

Seller: Tim Wilder ("Seller") with a mailing address of _____ who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

- II. **Legal Description.** The real property is described as vacant land with a total gross area of 88.8 ☐ Square Feet (SF) ☒ Acres (AC). The real property is further described as:

Street Address: 2698 Cool Branch Road; Thorn Hill TN 37881

Tax Parcel Information: 88.8 +/- Acres and Improvements; Tax ID 066 025.07

Other Description: QC V92 139

- III. **Earnest Money.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 20,000 as consideration by August 11th, 2023, at 5 : 00 ☐ AM ☒ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☒ **is** ☐ **is not** required to be placed in a separate trust or escrow account in accordance with Governing Law.

- IV. **Purchase Price and Terms.** The Buyer agrees to purchase the Property by payment of \$ _____ as follows: (check one)

☒ - **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than August 8th, 2023, at _____ : 4 ☐ AM ☒ PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

NA

☐ - **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- ☐ - Conventional Loan
- ☐ - FHA Loan (Attach Required Addendums)
- ☐ - VA Loan (Attach Required Addendums)
- ☐ - Other: _____

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) On or before _____, 20____, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval ☐ **is** ☐ **is not** contingent on the lease, sale, or recording of another property;
- d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within ____ days from the date in Section IV(c);
- e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

NA

☐ - **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ _____
- b.) **Down Payment:** \$ _____
- c.) **Interest Rate** (per annum): ____%
- d.) **Term:** ____ ☐ Months ☐ Years

NA

e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____, to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. **Sale of Another Property.** Buyer's performance under this Agreement: (check one)

☒ - **Shall not** be contingent upon selling another property.

☐ - **Shall be** contingent upon selling another property with a mailing address of _____ within ____ days from the Effective Date.

VI. **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of ☐ **Buyer** ☐ **Seller** ☒ **Both Parties**. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

VII. **Funds at Closing.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the state of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

VIII. **Closing.** This transaction shall be closed on September 25th, 2023, at TBD: _____ ☐ AM ☐ PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

IX. **Survey.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey

NA



("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than ____ business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within ____ business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

X. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XI. Title. Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 5 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 60 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

XII. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until August 9th, 2023, at 3:00 ☐ AM ☒ PM.

After all inspections are completed, Buyer shall have until _____, 20____, at ____:____ ☐ AM ☐ PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have ____ business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

☒ - **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

☐ - **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have ____ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

NA
all inspections
and buyer due
diligence shall
be complete
prior to
Auction

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 10 business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of

the Earnest Money that the matter shall be submitted to mediation as provided in Section

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Governing Law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Governing Law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the state of Tennessee ("Governing Law").

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any

copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by August 9th, 2023, at 8:00 ☐ AM ☒ PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer. Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

☒ - There are **no attached** addendums to this Agreement.

☒ - The following addendums **are attached** to this Agreement:

☒ - Lead-Based Paint Disclosure Form

☐ - _____

☐ - _____

XXXI. Additional Terms and Conditions.

Property is being sold at Auction, As-Is not subject to financing, inspections, or any other matters except for clear and marketable title delivery to the Purchaser.

XXXII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the day and year first above written.

Buyer's Signature: _____ Date: August 9, 2023
Print: _____

Buyer's Signature: _____ Date: August 9, 2023
Print: _____

Seller's Signature: _____ Date: August 9, 2023
Print: Tim Wilder

Seller's Signature: _____ Date: _____
Print: _____

Agent's Signature: _____ Date: _____
Print: _____

Agent's Signature: _____ Date: _____
Print: _____

LEAD-BASED PAINT DISCLOSURE

Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing.

Lead Warning Statement

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

Property Address: 2698 Cool Branch Road, Thorn Hill, TN 37881-5209

Seller Disclosure

Seller to check one box below:

- ☒ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

Buyer Acknowledgment

- 1) Buyer has received copies of all records, reports and information listed above (if any);
- 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
- 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
- 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

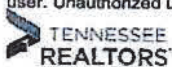
Buyer to check one box below:

- ☐ Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- ☐ Buyer **waives the opportunity to conduct a risk assessment or inspection** for the presence of lead-based paint and/or lead-based paint hazards.

Licensee Acknowledgment

Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of listing and selling licensees' duty to ensure compliance.

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Certification of Accuracy

The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate and they have received a copy hereof.

The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

SELLER

SELLER

at o'clock ☐ am/ ☐ pm

at o'clock ☐ am/ ☐ pm

Date

Date

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

BUYER

BUYER

at o'clock ☐ am/ ☐ pm

at o'clock ☐ am/ ☐ pm

Date

Date

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

Matt Gallimore

REAL ESTATE LICENSEE FOR SELLER

at o'clock ☐ am/ ☐ pm

Date

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

REAL ESTATE LICENSEE FOR BUYER

at o'clock ☐ am/ ☐ pm

Date

For Information Purposes Only:

United Country Blue Ridge Land & Auction

Listing Company

Selling Company

Matt Gallimore

Independent Licensee

Independent Licensee

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