

CONFIRMATION OF AGENCY STATUS

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

The real estate transaction involving the property located at:

300302 8th Ave. SE, Winchester, TN 37398

PROPERTY ADDRESS

SELLER NAME: <u>River Birch Construction</u>	BUYER NAME: _____
LICENSEE NAME: <u>Daryl Welch</u>	LICENSEE NAME: _____
in this consumer's current or prospective transaction is serving as:	in this consumer's current or prospective transaction is serving as:
<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).	<input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).
<input type="checkbox"/> Seller is Unrepresented.	<input type="checkbox"/> Buyer is Unrepresented.
<input type="checkbox"/> Agent for the Seller.	<input type="checkbox"/> Agent for the Buyer.
<input checked="" type="checkbox"/> Designated Agent for the Seller.	<input type="checkbox"/> Designated Agent for the Buyer.
<input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.	<input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.

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

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

Jeremy Martin 11/28/23
Seller Signature Date

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

[Signature] _____
Listing Licensee Date

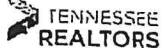
Selling Licensee Date

Horton Realty Co.
Listing Company

Selling Company

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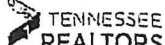
300/302 8th Ave SE
Winchester, TN 37398

DISCLAIMER NOTICE

1 The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together
2 buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or
3 informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all
4 sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when
5 making decisions about any of the following matters, including the selection of any professional to provide services
6 on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified
7 professional", who complies with all applicable state/local requirements, which may include licensing, insurance,
8 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to
9 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough
10 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed
11 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with
12 whom you work. These items are examples and are provided only for your guidance and information.

- 13 1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
14 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
15 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 16 2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
17 condition of the roof.
- 18 3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
19 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
20 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the
21 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home
22 Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home
23 Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an
24 inspector, including whether he has complied with State and/or local licensing and registration requirements in
25 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-
26 plumbing, etc.). Failure to inspect typically means that you are accepting the property "as is".
- 27 4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
28 you use the services of a licensed, professional pest control company to determine the presence of wood
29 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any
30 potential damage from such.
- 31 5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
32 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
33 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
34 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
35 professionals and inspectors in all areas of environmental concern.
- 36 6. **SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained.
37 Information is sometimes gathered from tax or real estate records on the property. Square footage provided by
38 builders, real estate licensees, or tax records is only an estimate with which to make comparisons, but it is not
39 guaranteed. It is advised that you have a licensed appraiser determine actual square footage.
- 40 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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- 43 NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
 44 while sometimes used to set an asking price or an offer price, is not an appraisal.
- 45 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**
 46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or
 47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary
 48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,
 49 clearly identified. It is also advised that you not rely on mortgage loan inspection surveys, previous surveys,
 50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.
- 51 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
 52 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
 53 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected
 54 use requires a zoning or other change, it is recommended that you either wait until the change is in effect before
 55 committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 56 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
 57 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,
 58 electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified
 59 by the appropriate sources in writing (including but not limited to fire protection). You should have a
 60 professional check access and/or connection to public sewer and/or public water source and/or the condition of
 61 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual
 62 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained
 63 in the file for the property maintained by the appropriate governmental permitting authority. If the file for this
 64 property cannot be located or you do not understand the information contained in the file, you should seek
 65 professional advice regarding this matter. For unimproved land, septic system capability can only be
 66 determined by using the services of a professional soil scientist and verifying with the appropriate governmental
 67 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to
 68 accommodate the size home that you wish to build.
- 69 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you
 70 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or
 71 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding
 72 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper
 73 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation
 74 certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 75 12. **CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
 76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and
 77 city/town governments in which the property is located. Condemnation proceedings could result in all or a
 78 portion of the property being taken by the government with compensation being paid to the landowner.
- 79 13. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
 80 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
 81 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
 82 sources in writing.
- 83 14. **INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**
 84 You should consult with local, state and federal law enforcement agencies for information or statistics regarding
 85 criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location
 86 of sex offenders in a given area.
- 87 15. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any
 88 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or
 89 any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are not
 90 legal or tax experts, and therefore cannot advise you in these areas.

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

98 17. **RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition
99 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as
100 to suitability of a property to your needs. You acknowledge that any images or other marketing materials
101 provided by the seller or brokers involved in the transaction electronically or in print may not display the
102 property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a
103 property.

104 18. **MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media
105 used in the marketing of the property may continue to remain in publication after Closing. You agree that
106 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker
107 is not in control.

108 The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media
109 representations or verbal representations of any real estate licensee relative to any of the matters itemized
110 above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they
111 secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice
112 for the advice and counsel about these and similar concerns.

113	Authentisign <i>Jeremy Martin</i>	
114	CLIENT/CUSTOMER	CLIENT/CUSTOMER
115	11/28/23 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
116	Date	Date

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300/302 8th Ave, SE
Winchester, TN 37398

WIRE FRAUD WARNING

Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/ closing agency. Be on the lookout for:

- Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax numbers, texts, calls or social media messages from scammers.
- Any communication requesting information or directing you to a fake website, a criminal’s email address or a criminal’s bank account.

In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing agency.

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

JM Initials _____ Initials

Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- Call the phone number you used on all your prior calls (if the number came from a personally recognized or known source), or
- Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party source, such as the entity’s official website and/or public directory assistance (do not take the phone number directly from the wiring instruction form you received), or
- Make a personal visit to their office at the address you previously met with them.

If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT**. Any wiring instructions sent should be sent in a secured manner.

Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or changes to wire transfer or financing institutions:

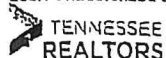
- **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.

Then, call your agent at the phone number you used in all prior calls.

Jeremy Martin 11/28/23
Buyer or Seller Date

Buyer or Seller Date

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TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 300/302 8th Ave. SE, Winchester, TN 37398
 2 Seller: _____

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
 4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
 5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
 6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
 7 rights and obligations under the Act. A complete copy of the Act may be found at: <http://www.tn.gov/regboards/trec/law.shtml>.
 8 (See Tenn. Code Ann. § 66-5-201, et seq.)

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

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

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

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

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

64 The undersigned Seller of the property described as 300302 8th Ave. SE, Winchester, TN does
65 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as
66 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209
67 for the following reason(s):

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

92 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
93 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
94 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or
95 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment
96 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.

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97 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and
98 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

99 ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING: YES NO UNKNOWN

- 100 1. Is there an exterior injection well anywhere on the property? YES NO UNKNOWN
- 101 2. Is seller aware of any percolation tests or soil absorption rates being YES NO UNKNOWN
- 102 performed on the property that are determined or accepted by
- 103 the Tennessee Department of Environment and Conservation?
- 104 If yes, results of test(s) and/or rate(s) are attached.
- 105 3. Has any residence on this property ever been moved from its original YES NO UNKNOWN
- 106 foundation to another foundation?
- 107 4. Is this property in a Planned Unit Development? Planned Unit Development YES NO UNKNOWN
- 108 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
- 109 controlled by one (1) or more landowners, to be developed under unified control
- 110 or unified plan of development for a number of dwelling units, commercial,
- 111 educational, recreational or industrial uses, or any combination of the
- 112 foregoing, the plan for which does not correspond in lot size, bulk or type of
- 113 use, density, lot coverage, open space, or other restrictions to the existing land
- 114 use regulations." Unknown is not a permissible answer under the statute.
- 115 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. YES NO UNKNOWN
- 116 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
- 117 limestone or dolostone strata resulting from groundwater erosion, causing a
- 118 surface subsidence of soil, sediment, or rock and is indicated through the
- 119 contour lines on the property's recorded plat map."
- 120 6. Was a permit for a subsurface sewage disposal system for the Property issued YES NO UNKNOWN
- 121 during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If
- 122 yes, Buyer may have a future obligation to connect to the public sewer system.

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

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

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

131 Jeremy Martin

132 **SELLER** _____ **SELLER** _____

133 11/28/23 at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

134 **Date** _____ **Date** _____

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

136 _____

137 **BUYER** _____ **BUYER** _____

138 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

139 **Date** _____ **Date** _____

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

