



# FURROW AUCTION CO.

## PRE AUCTION-SALES CONTRACT

DATE: \_\_\_\_\_, 2018

This contract entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2018 by and between The Estate of Jean Ellis, C/O Sandy Chambers, SVP/Trust Services Advisor, Pinnacle Financial Partners, 801 Broad St., Chattanooga, TN 37402, **SELLER; FURROW AUCTION COMPANY**, with an address of 10319 Cogdill Rd., Knoxville, TN 37932(phone:865-546-3206) AGENT and \_\_\_\_\_ with an address, phone number and email address of \_\_\_\_\_, **BUYER.**

### WITNESSETH

Pursuant to an offer made on real property listed by Agent on behalf of Seller and the terms and conditions agreed upon by Buyer in conjunction with Buyer making an offer to purchase, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the conditions hereinafter set out, the following described premises: **Condominium unit located at 306 Baskins Creek Rd., Gatlinburg, TN., identified as Unit # 207 in the Olde Gatlinburg Place Condominium Complex and described in the Sevier County, TN. Property Assessors Office as Parcel ID 126N K 001.00 and further described in the Sevier County, TN Register of Deeds Office in Book 3497 on Page 399, the PROPERTY.**

In consideration of \$ \_\_\_\_\_, paid by Buyer as earnest money and part of the purchase price, **the EARNEST MONEY**, receipt of which is hereby acknowledged, this contract is made binding on both parties, their heirs, executors, successors and/or assigns. Seller shall deliver to Buyer a **EXECUTOR'S DEED** conveying fee simple title to the Property to Buyer free and clear of all encumbrances, except as stated herein, being: **ALL PRIOR YEAR PROPERTY TAXES TO BE PAID BY SELLER AT CLOSING, CURRENT YEAR PROPERTY TAXES TO BE PRO-RATED AT CLOSING; ANY RECORDED OR VISIBLE ROAD-WAY RIGHTS OF WAY, RAILROAD OR UTILITY EASEMENTS; SUB-DIVISION RESTRICTIONS; HOA/POA; ZONING; BUYER SHALL PAY ANY AND ALL TRANSFER TAXES AND/OR RECORDING FEES IN CONJUNCTION WITH THE DEED. ALL EXCEPTIONS BOTH STANDARD AND SPECIAL AS SHOWN ON COMMITMENT FOR TITLE OBTAINED BY SELLER. SELLER OR AGENT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO TITLE TO THE SUBJECT PROPERTY.**

**BUYER SHALL, NO LATER THAN \_\_\_\_\_, PAY FOR THE PROPERTY THE TOTAL PURCHASE PRICE OF, \$ \_\_\_\_\_, UNDER THE FOLLOWING TERMS: \$ \_\_\_\_\_ DOWN UPON SIGNING OF THIS CONTRACT; BALANCE DUE IN CASH ON CLOSING NO LATER \_\_\_\_\_. THIS IS A CASH TRANSACTION - CLOSING IS NOT SUBJECT TO ANY CONTINGENCIES - TITLE INSURANCE AND/OR SURVEY FOR THE PROPERTY MAY BE PROCURED BY BUYER AT BUYER'S SOLE OPTION AND EXPENSE.**

**THIS PROPERTY IS SOLD IN ITS "AS IS, WHERE IS WITH ALL FAULTS" CONDITION WITH NO WARRANTIES EITHER IMPLIED OR EXPRESS EXCEPT WARRANTY OF TITLE. Buyer acknowledges that all properties are being sold subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning, and all other land use restrictions. No personal property is included in this contract.**

### DEED SHALL BE MADE: AS DIRECTED BY BUYER

Title Insurance (**at Buyer's expense**) Yes ( ) ( ) No **WILL ADVISE - Buyer may, at its own expense, obtain title insurance provided Seller shall not incur any cost as a result of such insurance.**

### IT IS FURTHER MUTUALLY AGREED

- Agent.** Agent is not the owner of the Property, but solely an agent for Seller, who is the fee owner of the Property.
- Seller's Default.** If marketable title subject to the above-listed exceptions cannot be given to Buyer at closing, the Earnest Money in the amount of \$ \_\_\_\_\_ will be refunded to Buyer as Buyer's sole remedy. This contract is subject to any event that would adversely affect the quality of title.
- Casualty.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money to Buyer.
- Buyer's Default.** If Buyer fails to carry out and perform the terms of this agreement no later than \_\_\_\_\_ except in the case of Seller's default, Seller may recover additional damages or obtain specific performance as permitted by law. In such event, Agent may retain the earnest money for commissions previously earned and related sales expenses from the forfeited Earnest Money.
- Closing and Settlement.** Closing to be conducted by **Tennessee Valley Title, Knoxville, TN, Tracey Axtell, Phone # 865-523-6254, no later than \_\_\_\_\_.** At the closing each party shall execute and deliver all documents necessary to effect and complete the closing, any statements, including any affidavits reasonably required by the Title Company for issuance of its title policy without the standard preprinted exceptions. The Deed to be executed by Seller shall be on the form then generally used by the Title Company and shall convey to Buyer marketable fee simple title, free and clear of all liens, and encumbrances except as specified herein and insurable as such by the Title Company at standard rates on the current American Land Title Association Owner's Policy Standard Form, 1992. All blanks in all of the closing documents shall be filled in at the closing, and all documents shall otherwise be conformed to meet the requirements of the parties as expressed in this Contract. Buyer shall pay: (1) all title examination updates and insurance (at Buyer's option and expense); (2) one-half closing fee; (3) recording of deed and (4) Pro-Rata share of the current year taxes. Seller shall pay: (1) title examination prepared for auction; (2) one-half closing fee; (3) preparation of Deed and (4) Pro-Rata share of current year taxes.

**PRE AUCTION-SALES CONTRACT  
CONTINUED**

6. Condition of Property. Buyer hereby acknowledges Buyer's obligation to perform due diligence in regard to this transaction as well as the condition of the Property, and agrees that an inspection of the Property has been made by Buyer, that the purchase is based upon such inspection and such additional independent investigation as Buyer has chosen to make, and not by or through any representations made by Seller or Agent. Buyer agrees that Buyer is acquiring the Property "as is", "where is", with all faults and defects, latent and patent, whether known, unknown, disclosed, or undisclosed by Seller, and Buyer acknowledges and agrees that Seller has not made, does not make, and Seller hereby specifically disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (a) the habitability, merchantability, or fitness of a particular purpose of the Property or any part thereof; (b) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any governmental authority or body having jurisdiction including, without limitation, all applicable zoning laws or other land use regulations including those, without limitation, permitting and certificates of occupancy; (c) the nature, quality, or condition of the Property, including, without limitation, water, soil, and geology, or the presence or absence of any pollutant, mold, lead-based paint, radon, hazardous or toxic substance or material, hazardous or solid waste, termites or other wood destroying organism or any other type of insects, underground or above ground storage tank system, or any other contamination or environmental condition on, in, under, or about the Property; (d) the suitability of the Property for any and all activities and uses which Buyer may intend to conduct thereon; (e) any income to be derived from the Property; (f) the marketability, merchantability, age, quality, state of repair, or fitness for a particular purpose of any items of personal Property that may or may not be located upon the Property, including, without limitation, any HVAC, cooking, refrigerating, dishwashing, plumbing, or electrical apparatus or equipment boilers, engines, motors, generating equipment, piping or plumbing fixtures, underground or above ground storage tank systems, ventilating or vacuum cleaning systems, irrigation systems, fire alarms, fire extinguishing apparatus, security systems, telephone systems, telephone jacks, cable jacks, gas and electric fixtures, elevators, mantels, built-in mirrors, screens, storm sashes, awnings, carpeting, under padding or drapes; or (g) any other matter related to or concerning the Property or any items of personal property which may or may not be located thereon. Buyer shall not seek recourse against Seller on account of any loss, cost, or expense suffered or incurred by Buyer with regard to any of the matters described in above and hereby assumes the risk of any adverse matters related to the matters described above from and after the date of closing. In addition, and without limiting the foregoing, Seller specifically makes no representations as to the existence, suitability, or the working condition of, of any system including but not limited to electric, gas, water, (public or well), septic (public or private), cable, internet, or the status of any available permits or approvals related thereto. Buyer hereby expressly waives any and all claims for damages or rescission of this contract due to any representations made by Seller or Agent, except such representations as may be contained in this contract. **THE PROPERTY SHALL BE TRANSFERRED TO AND ACCEPTED BY ANY BUYER IN AS-IS CONDITION WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN AND FREE OF ANY AND ALL LIENS, ENCUMBRANCES, SECURITY AGREEMENTS OR OTHER FINANCING DEVICES, EXCEPT AS EXPRESSLY ALLOWED HEREIN.**
- Seller and Agent each makes no representations or warranties of any kind as to the suitability of the Property for any purpose whatsoever or as to the physical condition thereof (including, without limitation, environmental condition) or otherwise. It is expected that Buyer will rely on its own inspection to determine the condition of the Property, and will not rely on any statement or representation of Seller, or Seller's agents (including Agent), representatives or consultants with respect thereto. Buyer agrees to accept the Property without recourse against Seller of any kind under applicable laws and regulations. By acceptance of the deed to the Property, Buyer shall have released and waived any claim against or rights of contribution against Seller or Agent under any Environmental Law for environmental conditions at the Property that may exist as of the closing date and such release and waiver shall survive the closing and the transfer of title to the Real Property. For purposes hereof, "Environmental Laws" includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 108, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et. seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.), the Clean Water Act, as amended (33 U.S.C. § 1251, et. seq.), and/or any corresponding state law and the regulations, rules, ordinances, decisions, orders, or determinations of a judicial or governmental entity."
7. Acknowledgement. Buyer acknowledges that in connection with its purchase of this Property from Seller, Agent disclosed to the undersigned Buyer all information, if any, made known by Seller to Agent concerning the exposure of the Property to hazardous wastes and/or substances, and/or the storage of hazardous wastes and/or substances and/or existence of lead-based paint or Chinese drywall or other defective drywall on the Property. The undersigned Buyer is hereby determining to go forward with the purchase based on this information.
8. Seller Acknowledgement. Seller agrees to pay a 10% commission to Furrow Auction Company, 10319 Cogdill Road, Knoxville, TN 37932.
9. Agency Disclosure Statement. Buyer acknowledges that Agent disclosed Seller's name.
10. Entire Agreement. Both Seller and Buyer agree that this contract constitutes the sole and only agreement between them with respect to the above-described Property and shall not be modified, except in writing, and shall be binding upon their heirs, successors and/or assigns. Time is of the essence.

**FURROW AUCTION COMPANY, AGENT**

Accepted:

Date: \_\_\_\_\_  
Seller – Sandy Chambers, SVP/Trust Services  
Advisor, Pinnacle Financial Partners  
For The Estate of Jean Ellis

\_\_\_\_\_  
Date: \_\_\_\_\_  
Buyer  
\_\_\_\_\_  
Date: \_\_\_\_\_  
Buyer