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RICHARD R. ROOKER, CLERK
D.C.

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RICHARD R. ROOKER, CLERK
D.C.

IN THE SECOND CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

ANDREA EILEEN GILIBERTO (DREMOUSIS),
Plaintiff,

vs.

JAMES ARTHUR GILIBERTO,

Defendant.

No. 98D-3740

Davidson County ORDER
Recvd: 04/20/01 15:32 9pgs
Fees:38.00 Taxes:0.00
20010420-0039548

ORDER

This cause came on to be heard on this the 20th day of April 2001, before the Honorable Marietta Shipley, Judge of the Second Circuit Court for Davidson County, Tennessee, upon motion of Andrea Eileen Giliberto Dremousis for an order allowing her to do whatever is necessary to sell the property at 101 Brandy Court, Antioch, Tennessee in accordance with a proposed sales contract which was attached to the motion. Upon testimony of the witnesses and argument of counsel, the court finds the motion to be well taken and finds that in order to effectuate the sale of the real property, title to the property to Christopher Vigil as per Exhibit shall be divested of Mr. James Arthur Giliberto and vested fully in the movant, Andrea Eileen Giliberto Dremousis, and that the proceeds from the sale, after payment of the secured indebtedness and the cost of the sale, should be paid to the Clerk of the Circuit Court, who shall hold the proceeds until such time as the court determines how the proceeds are to be disbursed in accordance with the terms of the Final Decree of Divorce.

It is therefore **ORDERED, ADJUDGED, and DECREED** that any interest that James Arthur Giliberto has in and to the following described real property is divested from him and vested fully in Andrea Eileen Giliberto Dremousis, to wit:

> Land in Davidson County, Tennessee, being Lot No. 458 on the Plan of Peppertree Forest Section Ten, P.U.D. of record in Plat Book 7900, Page 938, Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to James Arthur Giliberto and wife, Andrea Eileen Giliberto by deed of record in Book 9776, Page 198, Register's Office for Davidson County Tennessee.

It is further **ORDERED** that Andrea Eileen Giliberto Dremousis is authorized to sell said property upon such terms as ~~she is able~~ as the contract attached to the motion as Exhibit A, and any proceeds from the sale of the property after payment of the secured indebtedness and the cost of sale are to be paid to the Clerk of the Circuit Court, and those proceeds are to be held there pending a

determination of how the proceeds are to be distributed in accordance with the final decree of divorce entered in this matter on August 31, 1999

The costs of this motion are to be paid by James Arthur Giliberto for which execution may issue if necessary.

ENTER this the 20 day of April 2001.

JUDGE MARIETTA SHIPLEY

Approved for entry

Jon S. Jablonski, #10003
Attorney for Andrea Dremousis
2400 Crestmoor Road
Suite 315
Nashville, TN 37215
(615) 386-7164

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing ORDER was ~~mailed~~ hand-delivered to Thomas L. Whiteside, Counsel of Record for the Defendant, James Arthur Giliberti, FOWLKES & WHITESIDE, 172 Second Avenue, North, Suite 204, Nashville, TN 37201 on this the 20 day of April 2001.

Jon S. Jablonski, #10003

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RICHARD ROOKER CLERK
D.C.

CONTRACT FOR THE SALE OF REAL ESTATE

1. **PARTIES.** The parties to this contract are Jim Gilberto hereafter called the seller and Christopher Lee Vigil hereafter called the buyer.

2. **AGREEMENT.** In consideration of the Ernest Money and this Agreement, the Seller hereby agrees to sell and the Buyer hereby agrees to purchase, subject to the terms of this contract, the following described Real Property located in DAVIDSON County, Tennessee, which has the address of: 101 Brandy Court Antioch TN 37013.

3. **PURCHASE PRICE:** The Purchase Price shall be $ 110,000 payable as follows:

4. **EARNEST MONEY:** The buyer herein has deposited with N/A (the escrow agent), the sum of $ 0 as earnest money. Upon any dispute the Escrow Agent shall have the right to interplead such into Court, and recover its expenses, and upon doing so shall have no further liability to anyone as such Escrow Agent.

5. **LOAN CONTINGENCY:** This contract ( )is ( ) is not contigent upon the Buyer's ability to qualify for a new loan/loan assumption, with the following terms and conditions Approval for A VA Loan

Buyer shall make application for such loan or assumption on or before ~~Acceptance Date~~ Buyer must notify the seller in writing by MA that the Buyer has qualified for such loan or assumption, or that Buyer waives this contigency, then this contract shall terminate on that date. Buyer shall pay all cost related to any new loan or assumption.

6. **LOAN ASSUMPTION PROVISIONS:** If loan is to be assumed, all mortgage payments due as of closing date are to be made by Seller and future payments by Buyer. Interest ( )shall ( ) shall not be adjusted between teh parties at day of closing.

Seller's escrow deposits, if any shall be current and:
( ) Purchased by Buyer. Property taxes and mortgage insurance prorated as of closing date.
( ) Audited for proper reserves, transferred at no cost to Buyer, and any overage or shortage returned, or charged to Seller.

7. **PROPERTY TAXES AND ADJUSTMENT:** Except as provided in paragraph 6 upon loan assumption, the current year's property taxes will be prorated as of the date of closing. Taxes for prior years and roll back taxes, if any, will be paid by Seller. Homeowner's Association due will be prorated as of closing. Any special tax or other assessments occuring prior to the date of this contract shall be paid by Seller.

8. **CLOSING DATE AND POSSESSION DATE:** The sale will be closed on or before 4/25/01. Possession will be given _____. If possession is other than date of deed, Seller and Buyer may agree as to such matters by separate contract. Property will be delivered to Buyer in clean condition and free of debris.

9. **DEED:** Seller will convey the Property to Buyer or Buyer's designee by a good and valid General Warranty Deed. This convayance is subject to existing building restrictions, covenants, zoning ordinances and easements of record.

10. **TITLE INSURANCE.** Seller, at seller's expense, shall furnish to the Buyer, as of the date of closing, a title insurance policy in the usual form, subject only to the usual printed exceptions and those agreed to in this contract. Buyer shall have benefit of simultaneous issue of a mortgage policy.

11. **CONDITION OF PREMISES:** Buyer agrees to accept the property in its present condition without representation, without warrant by Seller, except as set out in herein sales contract.

12. **PEST INSPECTION:** Property is to be inspected by a licensed, bonded and republic Pest Control Company at the expense of the Seller. Any infestation of termites or other wood-destroying insects, or structual damage caused by such infestation, shall be corrected at the seller's expense. A current certifying letter shall be furnished to Buyer at closing. Seller shall have no responsibility for such matters

EXHIBIT A

after closing.

13. DEFAULT: Should Buyer default hereunder, the Earnest Money shall be forfeited to the Seller. Should the Seller default, the Earnes Money shall be returned to the Buyer.

14. TIME OF THE ESSENCE: Time is of the essence in the Agreement and in each of its terms.

15. EFFECT OF CLOSING: The provisions of this Agreement shall be deemed to be merged into the closing. Except as to maters which are occasioned by clerical errors or ommissions, the approval of the closing documents by the parties shall constitute their approval of any differences between this contract and the closing. The parties agree that they will adjust, on request, any errors in accounting which are the result of clerical error or ommission or the result of erroneous clerical or accounting information.

16. ENTIRE AGREEMENT: This instrument contains the entire agreement between parties and no addition, deletion, or modification hereto shall be effective unless reduced to writing and signed by all parties. There are no oral or other collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. Buyer has not relied on any other oral or written representations and except as otherwise specified herein, this property is purchased "as-is" and neither the Seller nor his Agent makes or implies any warranties as to the condition of the premises, except as provided herein.

17. MISCELLANEOUS: Seller To Pay 3500.00 Toward Closing and Prepaid.

18. ADDENDUMS: This contract includes the following attached exhibits and/or addendums which are made a part of this contract: N/A

19. DISCLAIMER: Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any Real Estate Broker (or Broker's associated salespersons) relative to: the legal and tax consequences of this contract or the sale of the Property; the purchase and ownership of the Property; the structural or other condition of the property; the condition of roofing; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances in the Property; the availability of utilities to the Property; covenants, restrictions or zoning ordinances; or the value, investment potential or resale value of the Property. Seller and Buyer both acknowledge that is such matters have been of concern to them, they have sought and obtained independent advice relative thereto.

20. REAL ESTATE COMMISSION: not applicable.

21. TERMINATION OF OFFER: This offer shall expire at 25 4/~~23~~/01 on _____, unless written acceptenance signed by all neccessary persons is delivered to Buyer prior to such date and time. This offer may by withdrawn at any time prior delivery of acceptance.

I CERTIFY THAT I HAVE FULLY READ, UNDERSTAND, AND ACCEPT ALL OF THE PROVISIONS OF THS CONTRACT. WITNESS OUR SIGNATURES ON THE DATES BELOW WRITTEN:

Seller	date	Seller	3/21/01 date
Christopher Lee Duff 20 MAR 2001 Buyer	date	N/A Buyer	date

FHA/VA AMENDATORY CLAUSE

To purchase contract dated: 4/25/01

Property Address: 101 Brandy Court
Antioch TN 37013

We the undersigned, hereby agree that the contract referred to above is hereby amended as though the wording were set forth in full therein:

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than $ 110,000 . The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner or the reasonable value established by the Veterans Administration.

The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

BORROWERS:

Christopher Lee Zeh 20MAR2001 Date N/A Date

N/A Date N/A Date

SELLERS:

Date Date

Andrea Alvarez Gilbert 3/21/01 Date Date

TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. This is not a warranty, or a substitute for any professional inspections or warranties that the purchaser may wish to obtain.

INSTRUCTIONS TO THE SELLER

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

PROPERTY ADDRESS 101 Brandy Court CITY Antioch
SELLER'S NAME(S) James Giliberto & Andrea Giliberto PROPERTY AGE 5 1/2 yrs
DATE SELLER ACQUIRED THE PROPERTY 8/99 DO YOU OCCUPY THE PROPERTY? 5 1/2 yrs
IF NOT OWNER OCCUPIED, HOW LONG HAS IT BEEN SINCE SELLER OCCUPIED THE PROPERTY? 8/99

A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- ☑ Range
- ☑ Oven
- ☐ Microwave
- ☑ Dishwasher
- ☐ Garbage Disposal
- ☐ Trash Compactor
- ☐ Water Softener
- ☐ 220 Volt Wiring
- ☑ Washer/Dryer Hookups
- ☒ Central Heating
- ☒ Heat Pump
- ☑ Central Air Conditioning
- ☐ Wall/Window Air Conditioning
- ☑ Window Screens
- ☑ Rain Gutters
- ☐ Fireplace(s) (Number ____)
- ☐ Gas Starter for Fireplace
- ☑ Smoke Detector/Fire Alarm
- ☑ Burglar Alarm
- ☒ Patio/Decking/Gazebo
- ☐ Irrigation System
- ☐ Sump Pump
- ☑ Garage Door Opener(s)
- ☐ Intercom
- ☐ TV Antenna/Satellite Dish
- ☐ Pool
- ☐ Spa/Whirlpool Tub
- ☐ Hot Tub
- ☐ Sauna
- ☐ Current Termite Contract
- ☑ Access to Public Streets
- ☐ Other ____
- ☐ Other ____

Garage: ☑ Attached ☐ Not Attached ☐ Carport
Water Heater: ☐ Gas ☐ Solar ☑ Electric
Water Supply: ☑ City ☐ Well ☐ Private Utility ☐ Other ____
Water Disposal: ☑ City Sewer ☐ Septic Tank ☐ Other ____
Gas Supply: ☐ Utility ☐ Bottled ☑ Other N/A
Roof(s): Type Shingles Age (approx.) 5 1/2 yrs
Other Items: ____

To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☒ NO
If YES, then describe (Attach additional sheets if necessary): ____

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

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
Interior Walls	☐	☒	☐	Electrical System	☐	☒	☐
Ceilings	☐	☒	☐	Exterior Walls	☐	☒	☐
Floors	☐	☒	☐	Roof	☐	☒	☐
Windows	☐	☒	☐	Basement	☐	☒	☐
Doors	☐	☒	☐	Foundation	☐	☒	☐
Insulation	☐	☒	☐	Slab	☐	☒	☐
Plumbing	☐	☒	☐	Driveway	☐	☒	☐
Sewer/Septic	☐	☒	☐	Sidewalks	☐	☒	☐

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

C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING?

		YES	NO	UNKNOWN
1.	Substances, materials, or products which may be an environmental hazard such as, but not limited to: asbestos, radon gas, lead-based paint, fuel or chemical storage tanks, and/or contaminated soil or water on the subject property	☐	☒	☐
2.	Features shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property	☐	☒	☐
3.	Any unauthorized changes in road, drainage or utilities affecting the property, or contiguous to the property	☐	☒	☐
4.	Any changes since the most recent survey of this property was done?	☐	☒	☐
	Most recent survey of the property: (check here ☐ if unknown)			
5.	Any encroachments, easements, or similar items that may affect your ownership interest in the subject property	☐	☒	☐
6.	Room additions, structural modifications, or other alterations or repairs made without necessary permits	☐	☒	☐
7.	Room additions, structural modifications, or other alterations or repairs not in compliance with building codes	☐	☒	☐
8.	Landfill (compacted or otherwise) on the property or any portion thereof	☐	☒	☐
9.	Any settling from any cause, or slippage, sliding, or other soil problems	☐	☒	☐
10.	Flooding, draining, or grading problems	☐	☒	☐
11.	A flood insurance requirement	☐	☒	☐
12.	Major property or structural damage from fire, earthquake, floods, or landslides	☐	☒	☐
13.	Any zoning violations, nonconforming uses, and/or violations of "setback" requirements	☐	☒	☐
14.	Neighborhood noise problems or other nuisances	☐	☒	☐
15.	Subdivision and/or deed restrictions or obligations	☐	☒	☐
16.	A Homeowners Association (HOA) which has any authority over the subject property	☒	☐	☐
	Name of HOA:			
	Monthly Dues: Special Assessments:			
17.	Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)	☐	☒	☐
18.	Any notices of abatement or citation against the property	☐	☒	☐
19.	Any lawsuit(s) against the seller threatening to or affecting this real property	☐	☒	☐

If the answer to any of the above is YES, please explain:

D. CERTIFICATION: I/we certify that the information herein, concerning the real property located at 101 Brandy Ct Antioch, TN 37013, is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to conveyance of title to this property, these changes will be disclosed in addenda to this document.

Transferor (Seller) — Date

Transferor (Seller) — Date: 3/21/01

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

Transferee/Buyer's Acknowledgement: I/we understand that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. I/we acknowledge receipt of a copy of this disclosure. Said receipt occurred prior to our preparation of an offer to purchase. We are satisfied with our offer to purchase in light of this disclosure. We furthermore agree to hold harmless Cumberland Real Estate, its agents, and its assigns with regard to any deficiencies or defects in the property we are purchasing.

Transferee (Buyer) — Date: 20 MAR 2001

Transferee (Buyer): N/A — Date

The Tennessee Residential Property Disclosure Act requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the buyer either (a) a TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE FORM disclosing defects in the condition of the property actually known by the owner, or (b) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner makes no representations or warranties as the condition of the property, except as otherwise provided in the purchase contract. Certain transfers of residential propety are excluded from this requirement (see the exemptions listed on the reverse side).

****

RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the purchase contract; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Property Address/ Legal Description: 101 Brandy Court Antioch, TN 37013

The undersigned owner(s) of the real property described above make no representations or warranties as to the condition of the real property or any improvements thereon, and the buyer will be receiving the real property "as is", that is, with all defects which may exist, if any, except as otherwise provided in the real estate purchase contract.

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential Property Disclosure Act.

				3/21/01
Owner	**Date**	**Owner**	**Date**	

The buyer(s) acknowledge receipt of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential Property Disclosure Act.

	20 MAR 2001	N/A	
Buyer	**Date**	**Buyer**	**Date**

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the SECOND Circuit Court for Davidson County, Tennessee, on the 20 day of APRIL , 2001 , in the Case Number 98D3740 between GILIBERTO, ANDREA EILEEN Plaintiff, and GILIBERTO, JAMES ARTHUR Defendant, as same remains of record in Vol. 1814 , Page 332614 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 20 day of APRIL in the year two thousand one and in the 225th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

