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PREPARED BY (AND RETURN TO):

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Christy Wilkins Ivey

Percy Wilkins, Jr. (of Counsel)

W & I Ref:(DM) Title No: 49866
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Elizabeth J. Moore 714 Fatherland Street Nashville, Tennessee 37206	Countrywide Bank, FSB P.O. Box 10423 Van Nuys, CA 91410-0423

TAX MAP-PARCEL NUMBERS: 08216024600

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$217,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Suzanne Hines Berens, Executrix under the Last Will and Testament of Peggy Dale Hines**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Elizabeth J. Moore** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 68 on the plan of J.S. Williams Addition to Edgefield, of record in book 21. page 45, Register's Office for said county, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Peggy Dale Hines by warranty deed from Robert L. Parrish and wife, Dolores P. Parrish, dated July 22, 1983 and recorded on July 25, 1983 of record in Book 6101, page 416, Register's Office for Davidson County, Tennessee. The said Peggy Dale Hines has since died. The Last Will and Testament of Peggy Dale Hines of record in Docket No. 09P-591, in the Seventh Circuit Court for Davidson County, Tennessee, Probate Division, appointed Suzanne Hines Berens, as Executrix.

The owner of record had entered into a real estate sales contract prior to her death. A copy of the sales contract is attached hereto as Exhibit "A" and since the sales contract was also executed under power of attorney, the original power of attorney, dated August 29, 2008, is being recorded simultaneous herewith in Doc. No. 20090504-0040520, Register's Office of Davidson County, Tennessee.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2009, and subsequent years; All Matters shown on the Plan, with Owner's Certificate, of record in Book 21 Page 45, said Register's Office.

This is improved property, known as: 714 Fatherland Street, Nashville, Tennessee 37206

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 23rd day of April, 2009.

Suzanne Hines Berens Executrix

Suzanne Hines Berens, Executrix under the Last
Will and Testament of Peggy Dale Hines

State of TENNESSEE
County of DAVIDSON

On this 23rd day of April, 2009 , before me the undersigned authority, personally appeared Suzanne Hines Berens, as Executrix under the Last Will and Testament of Peggy Dale Hines, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: CHRISTY W IVEY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires May 2, 2011

Notary

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is $217,000.00

Affiant

Sworn and subscribed before me this the 23rd day of April, 2009

Notary Public

My Commission Expires: My Commission Expires January 7, 2013

DANA DELWORTH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

EXHIBIT "A"

RE/MAX Choice Properties

Each Office Independently Owned And Operated

PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** The undersigned buyer Elizabeth J. Moore ("Buyer") agrees to buy and the undersigned seller Peggy Hines ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 714 Fatherland St ("Address") Nashville ("City"), Tennessee, Tn ("Zip"), as recorded in 37206 County Register Office, deed book(s), 6101 page(s), 416 and as further described as: Full Description to follow with deed together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

   A. **INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate-glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens: all security system components and controls; garage door opener and all (at least 1) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

   B. Other items that **REMAIN** with the Property at no additional cost to Buyer:

   C. Items that **WILL NOT REMAIN** with the Property:
   Sellers personal items

   D. **LEASED ITEMS**: Leased items that remain with the Property: (e.g., security systems, water softener systems; fuel tank, etc.): n/a. Future lease payments shall be the responsibility of n/a. If leases are not assumable, it will be Seller's responsibility to pay balance.

   E. **FUEL**: Fuel, if any, will be adjusted and charged to the Buyer and credited to the Seller at closing at current market prices.

2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer will at closing have sufficient cash to complete the purchase of the Property. The purchase price to be paid is: $ 200,000.00, Two Hundred Thousand U.S. Dollars, ("Purchase Price") which shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in the same form as deemed acceptable under the Tennessee Residential Closing Funds Distribution Act of 2005, as amended in Tenn. Code Ann. § 47-32-101, et seq.

   A. **Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**

   ☐ 1. This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.

   ☒ 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, the Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (e.g. copy of appraisal, signed letter from Lender). Upon termination, Buyer is entitled to refund of the Earnest Money.

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B. Closing Costs and Discount Points:

1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; Seller's closing fee, document preparation fee and/or attorney's fee; fee for preparation of deed; and notary fee on deed.

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fee; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees.

3. **Title Expenses.** Cost of title search or abstract, mortgagee's policy and owner's policy shall be paid as follows: Seller to furnish title policy.
Buyer to receive benefit of simultaneous issue.

Not all of the above items are applicable to every transaction and may be modified as follows:

_____

_____

Closing Agency for Buyer: Dana Delworth, Atomic Escrow, 615-293-7640

Closing Agency for Seller: _____

Title Company: Atomic Escrow

or other Closing Agency as mutually agreed by Seller and Buyer.

C. Financial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 80 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In the event Buyer, having acted in good faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by providing written notice and a copy of Lender's loan denial letter. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below:

☒ Conventional Loan ☐ FHA Loan; attach addendum

☐ VA Loan; attach addendum ☐ Other _____

Loan Obligations: The Buyer agrees and/or certifies as follows:

(1) Within five (5) days after the Binding Agreement Date, Buyer shall:

a. Make application for the loan;

b. Pay any fees necessary to complete full loan processing and approval; and

c. Instruct Lender to order credit report and appraisal.

(2) To pursue qualification for and approval of the loan diligently and in good faith;

(3) To immediately notify Seller or Seller's representative of having applied for the loan and Lender's name and contact information;

(4) To continually and immediately provide requested documentation to Lender;

(5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and

(6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to make timely application and provide notice as required in (1)(a) and (3) above, Seller may make written demand for compliance. If Buyer does not furnish Seller written evidence of application within one (1) day after such notice, Seller's obligation to sell is terminated and Buyer shall be considered in default. Buyer may also apply for a loan with different terms and conditions and also close the transaction provided all other terms

and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to the Seller. Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved. Within twenty (20) days after Binding Agreement Date, Buyer shall provide to Seller or Seller's representative a conditional commitment letter from the Buyer's Lender providing reasonable assurance of Buyer's ability to obtain the financing contemplated by this Agreement. Said letter shall be in a form and substance acceptable to Seller at Seller's reasonable discretion; however, a letter from Lender verifying that Buyer has available funds to close, credit and appraisal acceptable to Lender, and employment or income necessary to obtain said loan shall be deemed acceptable. Seller shall have the right to terminate this Agreement with written notice to Buyer if said letter is not timely received, in which case Earnest Money shall be returned to Buyer.

THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.

☐ **Financing Contingency Waived** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner: _____ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Failure to close due to lack of funds shall be considered default by Buyer.

3. **Earnest Money.** Buyer has paid or will pay within 3 days after the Binding Agreement Date to Bob Parks Realty (name of Holder) ("Holder") located at 2319 Crestmoor Dr, Nashville, TN 37215 (address of Holder), an Earnest Money deposit of $ 2000 by check (OR _____) ("Earnest Money"). In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have one (1) day after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this Agreement upon written notice to Buyer. Earnest Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 19 herein. Holder shall disburse Earnest Money only as follows:

(a) at closing to be applied as a credit toward Buyer's Purchase Price;

(b) upon a written agreement signed by all parties having an interest in the funds;

(c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money;

(d) upon a reasonable interpretation of the Agreement; or

(e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. **Closing, Prorations, Special Assessments and Warranties Transfer.**

A. **Closing Date.** This transaction shall be closed (evidenced by delivery of warranty deed and payment of Purchase Price), and this Agreement shall expire, at midnight on the 30th day of April, 2009, or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing.

1. **Possession.** Possession of the Property is to be given:

☒ with delivery of warranty deed and payment of Purchase Price; or

☐ on _____ at ____ o'clock ☐ am/ ☐ pm, local time; or

☐ no later than ___ o'clock ☐ am/ ☐ pm, local time on the ____ day after closing.

☐ Occupancy Agreement Attached.

B. **Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing. In the event of a change or reassessment

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of taxes for the calendar year after closing, the parties agree to pay their recalculated share. Taxes for prior years and roll back taxes, if any, will be paid by Seller.

C. **Special Assessments.** Special assessments approved or levied prior to the closing date shall be paid by the Seller at or prior to closing unless otherwise agreed as follows:

_____.

D. **Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.

5. **Title and Conveyance.**

A. Seller warrants that at the time of closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

(1) zoning;

(2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;

(3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and

(4) leases and other encumbrances specified in this Agreement.

If title examination, mortgage loan inspection, boundary line survey, or other information discloses material defects, Buyer may:

(1) accept the Property with the defects **OR**

(2) require Seller to attempt to remedy within fifteen (15) days after notification to Seller. If not remedied within fifteen (15) days, Buyer may elect to terminate this Agreement with refund of Earnest Money to Buyer.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. **Deed.** Deed to be made in the name of Elizabeth J.Moore. The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility to consult the closing agency or attorney prior to closing.

6. **Seller's Property Disclosure.** Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure Act at Tenn. Code Ann. § 66-5-201, et seq. as amended, a Property Condition Disclosure Statement, Exemption, or if Buyer waives Disclosure, a Disclaimer has been or will be provided prior to the Binding Agreement Date.

7. **Lead Based Paint Disclosure.**

☐ does not apply. ☒ does apply (Property built prior to 1978 – see attached Lead Based Paint Disclosure)

8. **Inspections.**

A. **RIGHT TO MAKE INSPECTIONS. All inspections/reports are to be made at Buyer's expense, including those required/recommended in the home inspection report, unless otherwise stipulated in this Agreement.** The parties hereto agree that in the event Buyer shall elect to contract with a third party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. **Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection.**

Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities. In the event Buyer fails to timely make any inspection and respond within the timeframe set out in Paragraph 8. D. below, the Buyer shall have forfeited any rights provided under this Paragraph 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted.

B. **Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property and environmental issues.

C. **Wood Destroying Insect Infestation Inspection Report.** Party responsible for obtaining the "Wood Destroying Insect Infestation Report" shall cause it to be delivered to the other party **no later than three (3) days prior** to the expiration of Buyer's Inspection Period. ☐ Buyer / ☒ Seller shall cause to be made at ☐ Buyer's expense / ☐ Seller's expense, the inspection report at a cost not to exceed $ 75 , by a Tennessee licensed and chartered pest control operator, of each dwelling, garage, and other permanent structure on the Property excluding _____ for evidence of active infestation and/or damage. If the report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer. Requests for repair of damage, if any, may be addressed in the Buyer Inspection Contingency Removal/Notification form or equivalent written notice pursuant to subsection D, Buyer's Inspection Period and Resolution below.

D. **Buyer's Inspection Period and Resolution.** Within 10 days after the Binding Agreement Date, any inspection described herein shall be made AND, by written notice to Seller using the Buyer Inspection Contingency Removal/Notification form or equivalent written notice, Buyer shall **either:**

(1) furnish Seller with a list of written specified objections and immediately terminate this Agreement, provided Buyer has conducted a Home Inspection or other inspection(s) as allowed herein, and in good faith discovers matters objectionable to Buyer within the scope of such inspection(s). As additional consideration for Buyer's right to terminate, Buyer shall deliver to Seller or Seller's representative, upon Seller's request, a copy of all inspection reports. All Earnest Money shall be returned to Buyer upon termination.

OR

(2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied. Seller has no obligation to make repairs.

OR

(3) furnish Seller a copy of any and all inspection report(s) and a written list of items set forth in the inspection report(s) which Buyer requires to be repaired and/or replaced in a professional and workmanlike manner.

(a) Seller shall, by written notice within 2 days after receipt of notice of repair requirements,

EITHER

(i) accept the repair proposal

OR

(ii) Seller shall submit to Buyer a counter repair proposal.

Seller's failure to timely respond shall be deemed acceptance of Buyer's repair proposal.

(b) Buyer shall, within 2 days after receipt of Seller's counter repair proposal,

EITHER

(i) accept Seller's counter repair proposal

OR

(ii) terminate this Agreement with all Earnest Money refunded to Buyer.

Buyer's failure to timely respond shall be deemed acceptance of Seller's counter repair proposal.

☐ **E. Waiver of Inspection. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

Buyer, having been advised of the benefits of inspections, waives the Inspection Rights under this Paragraph 8 except:

_____

_____.

9. **Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property no later than __1__ days prior to closing only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed. Property shall remain in such condition until closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of closing, unless otherwise noted in writing.

10. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the Seller or Buyer are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of Property; for the condition of Property, any portion thereof, or any item therein; for the necessity or cost of any repairs to Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for applicable boundaries of school districts or other school information; for the appraised or future value of Property; square footage of Property; any condition(s) existing off Property which may affect Property; for the terms, conditions, and availability of financing; and for the uses and zoning of Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall should independent expert advice relative thereto.

11. **Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate brokers involved in this transaction shall be deemed a third party beneficiary and shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

12. **Default.** Should Buyer default hereunder, the Earnest Money shall be forfeited as damages to the Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should the Seller default, Buyer's Earnest Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.

13. **Home Protection Plan.** Not a substitution for Home Inspection. Exclusions to coverage may apply.

☐ **Home Protection Plan.** _____ to pay $_____ for the purchase of a limited home protection plan to be funded at closing. Plan Provider: _____.
Ordered by: _____ (Real Estate Company)

☒ **Home Protection Plan waived.**

14. **Other Provisions.**

A. **Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. **Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after closing shall survive the closing and delivery of the deed, and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. **Time of the Essence.** Time is of the essence in this Agreement.

E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; and (3) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline**, other than the Closing Date (paragraph 4), Date of Possession (paragraph 4), and Offer Expiration Date (paragraph 20), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

F. **Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the closing. Buyer and Seller agree that if requested after closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. **Risk of Loss.** 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.

I. **Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

K. **Other.** In further consideration of Buyer's right to legally, properly and in good faith invoke a right to terminate this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller's request, to provide Seller or Seller's representative with copies of any supporting documentation which supports Buyer's right to exercise said contingency, the sufficiency and adequacy of said additional consideration being acknowledged. Any such supporting documents shall be provided for the Seller's benefit only and Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.

15. **Buyer's Additional Due Diligence.** If any of the matters below are of concern to the Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Paragraph of this Agreement.

A. **Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.

B. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of the Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

C. **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of the Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

D. **Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by the Buyer.

16. **Seller's Additional Obligations.** If Seller has any knowledge of an exterior injection well and/or a percolation test or soil absorption rate, Seller shall be obligated to counter this offer by disclosure of the existence of the above including any tests and reports unless disclosure has already been received and acknowledged in writing by Buyer.

17. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

18. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

19. **Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

20. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 12 o'clock ☐ a.m./☒ p.m.; on the 14th day of March, 2009.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

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Buyer hereby makes this offer.

Elizabeth Moore

BUYER Elizabeth Moore

03/12/2009 at 6 o'clock ☐ am/ ☒ pm
Offer Date

BUYER

03/12/2009 at _____ o'clock ☐ am/ ☐ pm
Offer Date

Seller hereby:

☐ ACCEPTS – accepts this offer.
☒ COUNTERS – accepts this offer subject to the attached Counter Offer(s).
☐ REJECTS this offer and makes no counter offer.

Susan H Beeson by POA

SELLER

3/13/09 at 11 o'clock ☒ am/ ☐ pm
Date

SELLER

_____ at _____ o'clock ☐ am/ ☐ pm
Date

404 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
405 the last offeror, or licensee of the offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
406 provided on _____ day of _____, _____ at _____ o'clock by
407 _____ (Name).
408
409

For Information Only:

Bob Parks Realty
Listing Company

RE/MAX Choice Properties
Selling Company

Steve Gregory
Independent Licensee

John Brackeen
Independent Licensee

482-7777

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COUNTER OFFER # 1 3/13/09

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller
The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 3/12/2009 for the purchase of real property commonly known as: 714 Fatherland St Nashville TN 37206
Address, City, State, Zip

With the following exceptions:

1. Purchase Price To be $217,000.00.

2. Inspection Period To be 7 Days.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

Until notice of acceptance is delivered the subject property is still on the market for sale, and this offer may be revoked at any time with notice, and the property may be sold to any other party.

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Modified on 1/1/2009

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50 **Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not
51 accepted by 11 o'clock ☒ am/ ☐ pm; on the 11th day of MARCH, 2009.

Suzan H Beres by POA 3/13/09
Seller/Buyer *(Party making counter offer)* DATE

Seller/Buyer *(Party making counter offer)* DATE

The undersigned has received and

- ☒ **ACCEPTED** this offer
- ☐ **REJECTED** this offer
- ☐ **COUNTERED** this offer with Counter Offer #_____

8:15 o'clock ☐ am/ ☐ pm; this 14th day of March, 2009.

Elizabeth J Moore
Seller/Buyer *(Responding Party)*

Seller/Buyer *(Responding Party)*

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on 14 day of March 2009, at 9:30 AM (time) by STEVE GREGORY (name)

This TRANACTION IS NOW accepted by each Party & IS NOW binding. SG

Suzan H Beres POA 3/14/09

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