BILL GARRETT, Davidson County
Trans:T20130062405 DEEDWARR
Recvd: 07/22/13 15:40 24 pgs
Fees:123.00 Taxes:129.50
20130722-0075782

This Instrument Prepared By:
Susan R. Limor, Trustee
2814 Dogwood Place
Nashville, TN 37204

Address New Owner:	**Send Tax Bills To:**	**Map-Parcel Numbers:**
D220, LLC 521 8th Avenue South, Suite 103 Nashville, TN 37203	D220, LLC 521 8th Avenue South, Suite 103 Nashville, TN 37203	061 11 0 053.00

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
CHARLES EDWIN THOMPSON and NANCY RUTH THOMPSON,	)	**BK No. 11-00591-KL3-7**
	)	
	)	
Debtor(s).	)	

TRUSTEE'S DEED

For and in consideration of the sum of Ten 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Susan R. Limor, Trustee for Charles Edwin Thompson and Nancy Ruth Thompson, one in the same as Nancy L. Thompson, hereby bargain, sell, and convey to D220, LLC, a Tennessee Limited Liability Company, all of my interest in the following-described property located in Davidson County, State of Tennessee:

Land in Davidson County, Tennessee, being parts of Lots 18, 19 and 20 on the Plan of Maplewood Manor Subdivision, as of record in Book 547, Page 102, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Beginning at a point in the westerly margin of Woodfin Street, said point being 150 feet from Maplewood Boulevard, running thence in a northerly direction 104 feet more or less, to a point, being the northeast corner of Lot 20 on said Plan; thence in a westerly direction 200 feet; more or less, to a point 10 feet west of the northeast corner of Lot 18 in said Plan; thence southerly and parallel with Woodfin Street 110 feet more or less, to a point; thence in a easterly direction 200 feet, more or less to the point of beginning.

INCLUDED BUT EXCLUDED from the above described property is the following: Land in Davidson County, Tennessee, Tract No. 1 on a survey of the northerly parts of lots Nos. 18, 19 and 20 on the map of Maplewood Manor Subdivision, as of record in Book 547, Page 102, Register's Office for said County, more particularly described according to a survey by Hal R. Swann, Jr. Surveyor, dated January 31, 1959, as follows:

Beginning at a point in the westerly margin of Burrus Avenue (Woodfin Street) 100 feet northerly from the margin of Maplewood Boulevard,; thence westerly 200 feet to an iron pin; thence northerly 55 feet to the common corner of Tracts 1 and 2; thence easterly with the line between Tracts 1 & 2, 200 feet to a point in the westerly margin of Burrus Avenue (Woodfin Avenue); thence southerly with the margin of said Avenue 52 feet to an iron pin, the point of beginning.

Being the same property conveyed to Rebecca E. Faulkerson, by Deed from Michael Fielder and wife, Linda Fielder of record in Book 4633, Page 319, Register's Office for said County.

Being the same property conveyed to Charles E. Thompson and wife, Nancy L. Thompson, by deed from James O. Beech, Sr. and James O. Beech, Jr. and wife, Somer A. Beech, of record at Instrument No. 20040528-0062941, Register's Office for Davidson County, Tennessee, dated April 27, 2004 and recorded on May 28, 2004.

This conveyance is subject to (1) all matters on the plan of record in Plat Book 547, Page 102, Register's Office for Davidson County, Tennessee, and (2) to the zoning and subdivision regulations of the appropriate governmental body.

This property is improved property known as 4001 – B Burrus, Nashville, TN 37216.

TO HAVE AND TO HOLD all of my interest in the said tract or parcel of real property, with all of my interest in the appurtenances, buildings, structures, improvements, fixtures, estate, title, and interest thereto belonging to the said D220, LLC, a Tennessee Limited Liability Company, its heirs and assigns forever. Grantor conveys said property pursuant to Trustee's Motion to Sell Property, sent to all creditors and parties in interest on June 13, 2013, no objections having been filed, and the Order to Sell Property entered by the Court on July 12, 2013.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 12th day of July 2013.

Susan R. Limor, Trustee

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the said State and County, Susan R. Limor, Trustee, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of July 2013.

Notary Public

My Commission Expires: 1/6/15

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION or value, whichever is greater, for this transfer is $35,000.00.

Affiant

Subscribed and sworn to before me this 12th day of July 2013.

Notary Public

My Commission Expires: 1/6/15

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
CHARLES EDWIN THOMPSON and	)	BK No. 11-00591-KL3-7
NANCY RUTH THOMPSON,	)	
	)	
Debtor(s).	)	

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: July 5, 2013
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: July 23, 2013, 9:00 a.m., Courtroom 2, 2nd Floor, Customs House, 701 Broadway, Nashville, Tennessee 37203

NOTICE OF TRUSTEE'S MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS

Susan R. Limor, Trustee, has asked the court for the following relief: to sell real property free and clear of liens.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before **July 5, 2013**, you or your attorney must:

1. File with the court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

   If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: 701 Broadway, 1st Floor, Nashville, TN (Monday – Friday, 8:00 a.m. – 4:00 p.m.).

2. **Your response must state that the deadline for filing responses is July 5, 2013, the date of the scheduled hearing is July 23, 2013 and the motion to which you are responding is Trustee's Motion to Sell Real Property Free and Clear of Liens.** If you want a file stamped copy returned, you must include an extra copy and a self-addressed, stamped envelope.

3. You must serve your response or objection **by electronic service through the Electronic Filing system** described above. You must also mail a copy of your response or objection to:

   U.S. Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203; and
   Susan R. Limor, Attorney at Law, A Professional Corporation, 2814 Dogwood Place, Nashville, TN 37204.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at 615-736-5584 or viewing the case on the Court's web site at <https://ecf.tnmb.uscourts.gov>.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

This 13th day of June, 2013.

SUSAN R. LIMOR, ATTORNEY AT LAW
A PROFESSIONAL CORPORATION

By: /s/ Susan R. Limor
Susan R. Limor
2814 Dogwood Place
Nashville, Tennessee 37204
(615) 742-1304

Attest:
A True Copy
Certified this 12th, July, 2013
U.S. Bankruptcy Court
By _____
Deputy Clerk

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
CHARLES EDWIN THOMPSON and	)	**BK No. 11-00591-KL3-7**
NANCY RUTH THOMPSON,	)	
	)	
Debtor(s).	)	

TRUSTEE'S MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS

Comes now Susan R. Limor, Chapter 7 Trustee, ("Trustee"), by and through counsel, and moves the Court for an order pursuant to 11 U.S.C. §§ 105(a), 363, 704, and Fed. R. Bankr. P. 2002 and 6004 to approve the sale of the following property of the estate in the manner or on the terms indicated below. In support of this Motion, the Trustee states:

A. BACKGROUND

1. Charles Edwin Thompson and Nancy Ruth Thompson ("Debtors") commenced this case by the filing of a voluntary petition under chapter 13 of the U.S. Bankruptcy Code on January 24, 2011 ("Petition Date"), which was converted to chapter 7 on August 6, 2012.

2. Susan R. Limor is the duly appointed and acting Trustee in this case.

3. An asset of the bankruptcy estate is real property commonly described as 4001B Burrus Street, Nashville, Tennessee 37216, Parcel ID 061 11 0 053.00 ("Burrus Street Property").

4. The Debtors are the sole owners of the Property.

5. On Schedule A filed on the Petition Date, the Debtors disclosed that the Burrus Street Property was under the same lien as other real property located at 4003 Kennedy Avenue, Nashville, Tennessee 37216 ("Kennedy Avenue Property"), and disclosed the value of both pieces of property at $239,900.00.

6. Furthermore, the Debtors disclosed on Schedule D filed on the Petition Date, that Regions Mortgage has a security interest in the Burrus Street Property and the Kennedy Avenue Property.

7. Regions Bank dba Regions Mortgage filed a proof of claim on February 7, 2011, which includes a note signed by the Debtors on or about June 25, 2009, in the original principal

amount of $188,272.00. This indebtedness is secured by a deed of trust against the Kennedy Avenue Property only.

8. Upon a review of a title search conducted by the Trustee, the history of the Burrus Street Property as relates to when the Debtors acquired ownership interest is as follows:

a. Title of the Burrus Street Property vested in the Debtors by deed from James O. Beech, Sr. and James O. Beech, Jr. and wife, Somer A. Beech, dated April 27, 2004, of record in 20040528-0062941, Register's Office for Davidson County, Tennessee.

b. After the purchase of the Burrus Street Property, on or about June 8, 2004, the Debtors granted Union Planters Bank, NA a security interest in the Burrus Street Property, which was evidenced by a Deed of Trust, dated June 8, 2004, of record in 20040618-0072485, Register's Office for Davidson County, Tennessee.

c. Then, on or about September 11, 2008, Regions Bank, Successor in Interest to Union Planters Bank, NA, released its lien and conveyed the Burrus Street Property back to the Debtors, which was evidenced by a Trust Deed Release, dated September 11, 2008, of record in 20080925-0097724, Register's Office for Davidson, County, Tennessee.

9. Therefore, the Trustee asserts that the Burrus Street Property is unencumbered and the Trustee has the right to sell, on behalf of the bankruptcy estate, free and clear of liens.

10. Before the filing of this motion, the Trustee employed Terri H. Mason, Benchmark Realty, LLC, ("Realtor") as a realtor to market the Property for sale. See Application to Employ Realtor filed on January 3, 2013 (Docket Entry 71) and Order Granting Application entered January 29, 2013 (Docket Entry 73).

11. The Burrus Street Property was listed by the Realtor for sale to the general public on or about January 12, 2013, for $50,000.00.

12. The Trustee received approximately three previous offers for the purchase of the Burrus Street Property before accepting the offer proposed in this motion.

B. THE SALE

13. The Trustee proposes to sell the Burrus Street Property for Thirty Five Thousand Dollars ($35,000.00) to Southernmost Homes, Inc. ("Buyer"), who has submitted an earnest money

deposit for the purchase of the Property in the amount of $1,000.00. The closing date for the sale of the Property is currently scheduled for July 12, 2013. The complete Purchase and Sale Agreement is attached hereto as Exhibit "A".

14. The Trustee believes that the sales price is fair and reasonable considering the valuation of the property given by the Debtors, the fact that the Property has been listed for sale with the general public, and considering the Burrus Street Property's appraised value.

15. The Buyer is not an insider of the Debtors as defined in 11 U.S.C. § 101(31). The sale represents an arms-length transaction between the parties, made without fraud, collusion, and no attempt has been made by either party to take any unfair advantage of the other. The Buyer is purchasing the Burrus Street Property in good faith pursuant to § 363(m).

16. The Trustee proposes to sell the Burrus Street Property as is and where is and makes no representations or warranties as to the condition of the Burrus Street Property.

17. The Trustee will convey by valid Bankruptcy Trustee's Deed, or other appropriate instrument, the right, title, and interest that Trustee has the right to convey.

18. The sale of the Burrus Street Property is being made free and clear of any interest in the Burrus Street Property held by an entity other than the estate pursuant to 11 U.S.C. § 363(f) because either: (1) applicable non-bankruptcy law permits the sale of the Burrus Street Property free and clear of such interests; (2) such entity consents to the sale; (3) such interest is a lien and the price at which the Burrus Street Property is to be sold is greater than the aggregate value of all liens on the Burrus Street Property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceedings to accept a money satisfaction of such interest.

19. From the sale proceeds, the Trustee proposes to pay any costs of the sale, commissions, taxes, and exemptions. The Trustee proposes to pay the following commissions, and lienholders:

Lienholders:	**None**
Real Estate Commission	Six percent (6%) of gross proceeds per L.B.R. 6005-1(c), to be paid as follows: 1. $1,050.00 to Terri H. Mason, Benchmark Realty, LLC, the Trustee's Agent. 2. $1,050.00 to Debbie Seals, Crye-Leike Realtors, the Buyer's Agent.
Other costs and expenses:	See Purchase and Sale Agreement previously referenced as Exhibit A.

20. The Trustee believes the sale is in the best interest of the bankruptcy estate, the Debtors, creditors and other parties in interest and should be approved.

WHEREFORE, the Trustee requests that the Court enter an Order, submitted by the Trustee, in the absence of any timely filed objection to this Motion, which:

A. Authorizes the Trustee to sell the Burrus Street Property free and clear of liens, under the terms and conditions described above;

B. Approves the sale of the Burrus Street Property pursuant to 11 U.S.C. § 363 (b), (f), (h), (m) and Fed. R. Bankr. P. 6004;

C. Approves the payment of sale proceeds to the costs of sale;

D. Requires the Trustee to file a final report of sale with the Court in accordance with Fed. R. Bankr. P. 6004(f) and LBR 6004-1; and

E. Grants such other relief that the Court deems just and proper.

DATED this 13th day of June, 2013.

Respectfully Submitted,

/s/ Susan R. Limor

Susan R. Limor
Erica R. Johnson
SUSAN R. LIMOR, ATTORNEY AT LAW
A PROFESSIONAL CORPORATION
Attorneys for Trustee
2814 Dogwood Place
Nashville, Tennessee 372014
(615) 742-1304 - Telephone
(615) 742-0858 – Facsimile
srl@limorlaw.com/ erica@limorlaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the Motion to Sell Real Property Free and Clear of Liens, Order Authorizing the Sale of Real Property Free and Clear of Liens, and Notice of Motion was served via certified U.S. Mail with return receipt requested, upon Regions Bank, Attn: Officer, Managing or General Agent, 1900 5th Avenue North, Birmingham, AL 35203-2610, on the 13th day of June, 2013.

I further certify that a true and exact copy of the Motion to Sell Real Property Free and Clear of Liens, Order Authorizing the Sale of Real Property Free and Clear of Liens, and Notice of Motion was served via regular U.S. Mail upon Regions Financial Corporation, PO Box 5014, Montgomery, AL 36103; Corporation Service Company, Registered Agents for Regions Bank, 2908 Poston Avenue, Nashville, TN 37203; and all creditors and parties in interest, as shown on the mailing matrix which is attached to the original of this document and on file in the office of the Clerk of this Court, on this 13th day of June, 2013.

/s/ Susan R. Limor
Susan R. Limor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
CHARLES EDWIN THOMPSON and	)	**BK No. 11-00591-KL3-7**
NANCY RUTH THOMPSON,	)	
	)	
Debtor(s).	)	

ORDER AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS

The Trustee having filed with the Court a Motion to Sell Real Property Free and Clear of Liens, notice of the Motion to Sell Property being provided to the parties to which notice is required pursuant to Local Rule 9013-1, and no objection to this Motion having been presented;

IT IS HEREBY ORDERED as follows:

A. That the Trustee is authorized to sell all of her right, title and interest in real property commonly described as 4001B Burrus Street, Nashville, Tennessee 37216, Parcel ID 061 11 0 053.00 ("Property") for Thirty Five Thousand Dollars ($35,000.00) to Southernmost Homes, Inc. under the terms and conditions set forth in the Trustee's Motion to Sell Real Property Free and Clear of Liens previously filed with this Court.

B. That the sale is approved pursuant to 11 U.S.C. § 363(b), (f), (h), (m), and (n) and Fed. R. Bankr. P. 6004

C. That the following liens against the Property are hereby satisfied and/or released and the Trustee is authorized to sell the Property free and clear of the following liens:

Creditor	Approximate Balance owed as of the time of the filing of the Motion
Regions Mortgage (scheduled as 1st Mortgage lienholder)	$0.00. Such lien has been released, which was evidenced by a Trust Deed Release, dated September 11, 2008, of record in 20080925-0097724, Register's Office for Davidson, County, Tennessee.

D. That the following liens against the Property attach to the proceeds of the sale: NONE

E. That the following payments of sale proceeds are approved and the Trustee is authorized to disburse such amounts:

Charles Edwin Thompson and Nancy Ruth Thompson, Debtors	$0.00 in full satisfaction of its exemption in the Property.
Real Estate Commission	Six percent (6%) of gross proceeds per L.B.R. 6005-1(c), to be paid as follows: 1. $1,050.00 to Terri H. Mason, Benchmark Realty, LLC, the Trustee's Agent. 2. $1,050.00 to Debbie Seals, Crye-Leike Realtors, the Buyer's Agent.
Other costs and expenses:	See Purchase and Sale Agreement filed with the Trustee's Motion to Sell Real Property Free and Clear of Liens previously filed with this Court as Exhibit A.

F. That this order shall be immediately effective upon entry notwithstanding Fed. R.Bankr. P. 6004(h) and any other of the Federal Rules of Bankruptcy Procedure.

This order was signed and entered electronically as indicated at the top of the first page.

Submitted for Entry:

/s/ Susan R. Limor
Susan R. Limor (srl@limorlaw.com)
Erica R. Johnson (erica@limorlaw.com)
SUSAN R. LIMOR, ATTORNEY AT LAW
A PROFESSIONAL CORPORATION
2814 Dogwood Place
Nashville, Tennessee 37204
615-742-1304 - Telephone
615-742-0858 – Facsimile
Attorneys for Trustee

CRYE-LEIKE®
REAL ESTATE SERVICES

PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Southern Mast Homes ("Buyer") agrees to buy and the undersigned seller _____ ("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: 4001 Burrus St B (Address) Nashville (City), Tennessee, 37216 (Zip), as recorded in Davidson County Register of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument number and as further described as: _____ 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 ____) 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:

D. **LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): _____. Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

☑ Buyer does not wish to assume a leased item. **(THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)**
Buyer does not wish to assume Seller's current lease of _____; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

E. **FUEL:** Fuel, if any, will be adjusted and charged to Buyer and credited to 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 under the terms of this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is: $ 35,000 Thirty-Five & 00 ("Purchase Price") which shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in immediately available funds in the form of one of the following:
   i. a Federal Reserve Bank wire transfer;
   ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i);
   iii. a check issued by the State of Tennessee or a political subdivision thereof;
   iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR

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v. in other such form as is approved in writing by Seller.

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, Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to refund of the Earnest Money.

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; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters from any and all associations, mortgage holders or other liens affecting the Property; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; and notary fee on deed. Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. ***It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.***

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 fees; 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: Sellers expense
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: TBD

Closing Agency for Seller: _____

Title Company: _____

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 _____% 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 via the Notification form or equivalent written notice. 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 **(Select the appropriate boxes. Unselected items will not be part of this Agreement):**

☐ Conventional Loan ☐ FHA Loan; attach addendum

☐ VA Loan; attach addendum ☑ Other Cash

Buyer may 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 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.

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

(1) Within five (5) days after the Binding Agreement Date, Buyer shall make application for the loan. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report and appraisal via the Notification form or equivalent written notice;

(2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that

a. all required Lender deposits, including appraisal cost and credit report, have been paid as evidenced by supporting documentation (e.g. cancelled check, receipt from Lender, letter from loan originator, etc.); and

b. Buyer has available funds to Close per estimates of Lender / loan originator.

(3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;

(4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;

(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 timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

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 2 days after the Binding Agreement Date to Benchmark Realty located at _____ (name of Holder) ("Holder") Earnest Money deposit of $ 1,000 by check (OR — _____ (address of Holder), an ("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, Seller shall have the right to terminate this Agreement upon written notice to Buyer via the Notification form or equivalent written notice. 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 18 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 ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the Due Diligence, —— ("Closing Date"), or on such earlier date as may be agreed to by the 45th day of 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 via the Closing Date/Possession Date Amendment or equivalent written agreement.

I. **Possession.** Possession of the Property is to be given (**Select the appropriate boxes below. Unselected items will not be part of this Agreement**):

☑ with delivery of warranty deed and payment of Purchase Price;

OR

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

☐ 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 Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees 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.

E. **Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees, capital expenditures/contributions incurred due to the transfer of Property and/or like expenses which are required by the association, property management company and/or bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws and/or neighborhood covenants).

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, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

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

(2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money.

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 is to be made in the name of Southern Most Homes. 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.

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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 (Select the appropriate box below. Items not selected are not part of this Agreement).**
   ☐ does not apply. ☑ does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure).

8. **Inspections.**

   A. **Buyer's Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, 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 such inspections and respond within said timeframe as described herein, 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.** If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain ***at Buyer's expense*** a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.

   The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan Addendum if applicable).

   The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding _____ for evidence of active infestation and/or damage. Buyer shall cause such Report to be delivered to Seller simultaneously with the delivery of the Buyer Inspection Contingency Removal / Notification or equivalent written notice. 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 prior to Closing. Requests for repair of damage, if any, may be addressed in the Buyer Inspection Contingency Removal/Notification form or equivalent written notice pursuant to Subparagraph 8.D., Buyer's Inspection and Resolution below.

   D. **Buyer's Inspection and Resolution.** Within ___ days after the Binding Agreement Date ("Inspection Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller using the Buyer Inspection Contingency Removal/Notification form or equivalent written notice as described below. **In said 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 written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner. Seller shall have the right to request any supporting documentation that substantiates any item listed.

a. Resolution Period. Seller and Buyer shall then have a period of ✓ days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Buyer Inspection Contingency Removal/Notification, the Repair Counter Proposal form, or written equivalent(s). ***The parties agree to negotiate repairs in good faith during the Resolution Period.*** In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money.

o **E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Paragraph 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

9. **Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property no later than _____ days prior to the Closing Date 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 agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until the 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 Seller and/or Buyer and their brokers (collectively referred to as "Brokers") 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 the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the 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 any proposed or pending condemnation actions involving Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel 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 firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, 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 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 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.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. **(Select the appropriate box below. Items not selected are not part of this Agreement).**

☐ **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 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; (3) the masculine shall mean the feminine and vice versa; and (4) 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. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. 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.

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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 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 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 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 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 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 on the Property, 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. Seller shall also disclose in the same manner whether any single family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller. Seller shall also be obligated to counter this offer to disclose if the Property is located in a Planned Unit Development (PUD) as defined pursuant to Tenn. Code Ann. § 66-5-213 unless said disclosure has already been received in writing and acknowledged by Buyer. If the Property is in a PUD, Seller agrees to make available copies of the development's restrictive covenants, homeowner bylaws, and master deed to Buyer upon request.

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

all documents required by TN Assoc of Realtors

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

Buyer to have 14 day due diligence - If Satisfied will Close on the 45th day from BAD

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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 _____ o'clock ☐ a.m./ ☐ p.m.; on the _____ day of _____, _____.

LEGAL DOCUMENT: 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.

Buyer hereby makes this offer.

Fourfourmost Homes Inc
By: _____, President
BUYER

_____
BUYER

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

_____ 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.

_____
SELLER

_____
SELLER

5/14/13 at 5:45 o'clock ☐ am/ ☒ pm
Date

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

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

For Information Purposes Only:

_____
Listing Company

Crye-Leike Realtors
Selling Company

_____
Independent Licensee

Cullie Seale
Independent Licensee

_____
Licensee Email

dseale@realtracs.com
Licensee Email

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$35,000

COUNTER OFFER # 1

This is a Counter Offer from [X] Seller to Buyer OR ☐ Buyer to Seller
The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of Undated for the purchase of real property commonly known as: 4001 Burrus street B, Nashville, Tennessee 37216

Address, City, State, Zip

With the following exceptions:

1. Seller is Susan R. Limor, Trustee for Charles Edwin Thompson and Nancy Ruth Thompson aka Nancy Love Thompson.
2. Seller does not make any warranties and/or representations as to what is included as part of the Property.
3. Property is being sold "as is" and Seller does not make any warranties and/or representations as to the condition of the Property.
4. Seller shall provide Trustee's Deed in lieu of General Warranty Deed.
5. Seller's attorney, Samuel Anderson, will close for Buyer and Seller. Seller will pay for all expenses associated with title expenses, including owner's policy, which will be provided by Seller's attorney, Samuel Anderson.
6. Seller to pay only title expenses provided by Seller's attorney, Samuel Anderson. Seller will not pay for other closing costs, prepaids and closing expenses.
7. This Agreement shall expire at 11:59 p.m. local time on the 12th day of July, 2013 ("Closing Date").
8. The Property is being sold "as is"; therefore, there will be no resolution period after the Inspection Period. Seller has no obligation to make repairs.
9. The sale of the Property is subject to court approval, upon a final order of the court. This Agreement shall terminate immediately if such approval is denied.
10. Buyer to have 14 days due diligence. However, the Property is to remain on market during this time-period. Seller will not seek court approval until after notice from the Buyer that Buyer is satisfied.

signed by all parties.

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.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 5:00 o'clock ☐ am/[X] pm, local time, on the 17th day of May, 2013.

Susan R. Limor, Trustee 5/14/13
Seller/Buyer *(Party making counter offer)* *DATE*

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

The undersigned has received and
[X] **ACCEPTED** this offer
☐ **REJECTED** this offer
☐ **COUNTERED** this offer with Counter Offer #_____

_____ o'clock ☐ am/ ☐ pm; this _____ day of _____, _____.

Southern Post Homes
Vice President
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 the _____ day of _____, _____, at _____ by _____.
time name

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Version 1/01/2012

American InfoSource LP as agent for WFNNB
as assignee of
Goody's Family Clothing
PO Box 248872
Oklahoma City, OK 73124-8872

BACK BOWL I LLC
C O WEINSTEIN AND RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

BELK/GEMB
PO BOX 960012
ORLANDO FL 32896-0012

BEST BUY
PO BOX 5222
CAROL STREAM IL 60197-5222

BKA OF NASHVILLE II, LLC
182 THOMSON LANE
NASHVILLE TN 37211-2451

CARE CREDIT
PO BOX 981127
EL PASO TX 79998-1127

CENTENNIAL MEDICAL CENTER
PO BOX 99400
LOUISVILLE KY 40269-0400

CHARLES AND NANCY THOMPSON
4003 KENNEDY AVE
Nashville, TN 37216-2519

Chase Bank USA,N.A
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

CHARLES ABEL CAUDILL/STEPHANIE L. SIMMONS
CLARK & WASHINGTON, PC
VIA CM/ECF Email Notice/Service - cwnashville@cw13.com; ssimmons@cw13.com

Department Stores National Bank/Macy's
Bankruptcy Processing
PO Box 8053
Mason, OH 45040-8053

DISH NETWORK
PO BOX 105169
ATLANTA GA 30348-5169

FAMILY CIRCLE
C/O EBSCO TELESERVICES
PO BOX 830049
BIRMINGHAM AL 35283-0049

FAMILY CIRCLE
PO BOX 10731
DES MOINES IA 50340

GE MONEY
PO BOX 960061
ORLANDO FL 32896-0061

HSBC Bank Nevada, N.A.
by PRA Receivables Management, LLC
PO Box 12907
Norfolk VA 23541-0907

KOHL'S
PO BOX 2983
MILWAUKEE WI 53201-2983

LOWES - RETURNED "NOT DELIVERABLE AS ADDRESSED"
PO BOX 79
ATLANTA GA

MARY JILL MANN
4001B BURRUS ST
NASHVILLE TN 37216-2419

MYSTIC DUNES COUNTRY CLUB
PO BOX 690895
ORLANDO FL 32869-0895

PREMIER RADIOLOGY
C/O AFFILIATED CREDITORS INC
PO BOX 148240
NASHVILLE TN 37214-8240

Regions Bank
Consumer Collections BH40402B
P.O. Box 10063
Birmingham, AL 35202-0063

Regions Bank BDA Regions Mortgage
P.O. Box 1860
Memphis, TN 38101-1860

REGIONS MORTGAGE, INC.
c/o BONNIE CULP, SHAPIRO & KIRSCH LLP
VIA CM/ECF Email Notice/Service - sfewell@logs.com

Sprint Nextel - Correspondence
Attn: Bankruptcy Dept.
P.O. Box 7949
Overland Park, KS 66207-0949

TARGET NATIONAL BANK
PO BOX 660170
DALLAS TX 75266-0170

TEMPUS PALMS INTERNATIONAL LTD & PALMS CONDO
7345 GREENBRIAR PARKWAY
ORLANDO, FL 32819-8935

THE TENNESSEE CREDIT UNION
PO BOX 22881
NASHVILLE TN 37202-2881

THE TENNESSEE CREDIT UNION
VISA PLATINUM
PO BOX 660348
DALLAS TX 75266-0348

The Tennessee Credit Union
fka Tennessee Teachers Credit Union
Attn: Sherry Karam
1400 8th Ave South
Nashville, TN 37203-5040

THE TENNESSEE CREDIT UNION
c/o L. GINO MARCHETTI, JR, TAYLOR PIGUE
MARCHETTI & BLAIR, PLLC
VIA CM/ECF Email Notice/Service -
bankrupt@tpmmlaw.com

US TRUSTEE
OFFICE OF THE UNITED STATES TRUSTEE
VIA CM/ECF Email Notice/Service -
ustpregion08.na.ecf@usdoj.gov

Keith M. Lundin
U.S. Bankruptcy Judge
Dated: 7/11/2013

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
CHARLES EDWIN THOMPSON and NANCY RUTH THOMPSON,	)	**BK No. 11-00591-KL3-7**
	)	
	)	
Debtor(s).	)	

ORDER AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS

The Trustee having filed with the Court a Motion to Sell Real Property Free and Clear of Liens, notice of the Motion to Sell Property being provided to the parties to which notice is required pursuant to Local Rule 9013-1, and no objection to this Motion having been presented;

IT IS HEREBY ORDERED as follows:

A. That the Trustee is authorized to sell all of her right, title and interest in real property commonly described as 4001B Burrus Street, Nashville, Tennessee 37216, Parcel ID 061 11 0 053.00 ("Property") for Thirty Five Thousand Dollars ($35,000.00) to Southernmost Homes, Inc. under the terms and conditions set forth in the Trustee's Motion to Sell Real Property Free and Clear of Liens previously filed with this Court.

B. That the sale is approved pursuant to 11 U.S.C. § 363(b), (f), (h), (m), and (n) and Fed. R. Bankr. P. 6004

C. That the following liens against the Property are hereby satisfied and/or released and the Trustee is authorized to sell the Property free and clear of the following liens:

Creditor	Approximate Balance owed as of the time of the filing of the Motion
Regions Mortgage (scheduled as 1st Mortgage lienholder)	$0.00. Such lien has been released, which was evidenced by a Trust Deed Release, dated September 11, 2008, of record in 20080925-0097724, Register's Office for Davidson, County, Tennessee.

D. That the following liens against the Property attach to the proceeds of the sale: NONE

Attest:
A True Copy
Certified this 12th, July 2013
U.S. Bankruptcy Court
By _____
Deputy Clerk

E. That the following payments of sale proceeds are approved and the Trustee is authorized to disburse such amounts:

Charles Edwin Thompson and Nancy Ruth Thompson, Debtors	$0.00 in full satisfaction of its exemption in the Property.
Real Estate Commission	Six percent (6%) of gross proceeds per L.B.R. 6005-1(c), to be paid as follows: 1. $1,050.00 to Terri H. Mason, Benchmark Realty, LLC, the Trustee's Agent. 2. $1,050.00 to Debbie Seals, Crye-Leike Realtors, the Buyer's Agent.
Other costs and expenses:	See Purchase and Sale Agreement filed with the Trustee's Motion to Sell Real Property Free and Clear of Liens previously filed with this Court as Exhibit A.

F. That this order shall be immediately effective upon entry notwithstanding Fed. R.Bankr. P. 6004(h) and any other of the Federal Rules of Bankruptcy Procedure.

This order was signed and entered electronically as indicated at the top of the first page.

Submitted for Entry:

/s/ Susan R. Limor
Susan R. Limor (srl@limorlaw.com)
Erica R. Johnson (erica@limorlaw.com)
SUSAN R. LIMOR, ATTORNEY AT LAW
A PROFESSIONAL CORPORATION
2814 Dogwood Place
Nashville, Tennessee 37204
615-742-1304 - Telephone
615-742-0858 – Facsimile
Attorneys for Trustee

This Order has been electronically signed. The Judge's signature and Court's seal appear at the top of the first page.
United States Bankruptcy Court.