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Dav. Co. Chancery Court

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
PART III

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, and f/u/b of STATE OF TENNESSEE, **PLAINTIFFS,** **v.** **DELINQUENT TAXPAYERS AS SHOWN ON THE 2011 REAL PROPERTY TAX RECORDS OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE,** **DEFENDANTS.** **Re:** **Estate and Heirs of Jessie K. Mills,** **Map & Parcel 08204015200**	**CASE NO. 13-299-II (III)** **BILL NO. 73245**

FILED
2019 JAN 14 PM 3:52
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.
D.C.&M.

SALE CONFIRMATION ORDER

Before the Court is the Joint Motion for: (I) Partition and Private Sale for Division and (II) Related Relief (the "Motion") filed on December 28, 2018. The Court conducted a hearing on the Motion on January 11, 2019 (the "Hearing"). Robert W. Miller appeared on behalf of Eva M. Lemeh, the Post-Confirmation Disbursement Agent under the Modified Trustee's Amended Chapter 11 Plan of Reorganization of REO Holdings, LLC (the "PCDA"), Charles E. Walker appeared on behalf of REO Holdings, LLC ("REO"), Franklin D. Brabson appeared on behalf of Deborah Mills Butler, Faith R. Mills appeared *pro se*, and William R. Mills appeared *pro se*. Based

Karen Johnson Davidson County
Batch# 186931 ORDER
01/22/2019 04:08:41 PM 21 pgs
Fees: $107.00 Taxes: $0.00
20190122-0006378

on the pleadings in this case, the arguments made at the Hearing, and the *Order Granting Joint Motion for: (I) Partition and Private Sale for Division and (II) Related Relief*,

IT THEREFORE ORDERED THAT

A. The Purchase and Sale Agreement, Assignment of Contract for Purchase and Sale, and such Amendment #1 executed by Stratus Construction LLC, collectively attached as **Exhibit A** to this Order, are approved.

B. The real property that is the subject of this order is known as 1026 North 7th Street, Nashville, Davidson County, Tennessee, and described to-wit (the Property):

> A tract or parcel of land in Davidson County, Tennessee, described as follows to wit:
> Being Lot 21 on the Plan of A.W. Wills' Addition to East Nashville, as of record in Book 57, page 82, Register's Office of Davidson County, and more particularly described according to a survey made by Hal R. Swann Jr., Surveyor, dated August 3, 1062 as follows:
>
> Said Lot No. 21 fronts 73 feet on the westerly side of North Seventh Street and extends back between parallel lines, a distance of 165 feet with the southerly line of Evanston Avenue, to an alley in the rear on which it measures 73 feet.
>
> Being the same property DECREED to REO Holdings, Deborah Mills Butler, Faith Mills, and Darryl Mills by *Final Order, and Memorandum of Findings of Fact and Conclusions of Law* entered on August 14, 2018, in the Davidson County Chancery Court, Case No. 13-229-II, Bill No. 73245, Map and Parcel 08204015200, and recorded on October 9, 2018, in Instrument Number 20181009-0100256, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as **1026 N 7th St, Nashville, Tennessee, 37207.**

C. All rights, title and interest in and to the Property is hereby divested out of the sellers, REO Holdings, LLC, Deborah Mills Butler, Faith Mills, and Darryl Mills (the "Sellers") (who each owned a one quarter interest in the property as tenants in common by *Final Order,*

Memorandum of Findings of Fact and Conclusions of Law entered by this Court on August 14, 2018.

D. All rights, title and interest in and to the Property are hereby vested in the buyer, Vernon Thomas Keesee Jr. (the "Buyer") in fee simple absolute.

E. Franklin D. Brabson shall execute all documents necessary to effectuate the transfer of the Property from the Sellers to the Buyer pursuant to this Order.

F. This order shall be effective when it is recorded by the closing attorney, Charles Walker, at the Davidson County, Tennessee Register of Deeds Office.

IT IS SO ORDERED.

Ellen Hobbs Lyle
Chancellor

Approved for Entry:

MANIER & HEROD P.C.

Michael E. Collins (B.P.R. No. 16036)
Robert W. Miller (B.P.R. No. 31918)
Manier & Herod, P.C.
1201 Demonbreun Street, Ste. 900
Nashville, Tennessee 37203
Telephone: (615) 742-9350
Fax: (615) 242-4203
Email: mcollins@manierherod.com
Email: rmiller@manierherod.com

Counsel for the PCDA

and

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF ORIGINAL INSTRUMENT FILED IN MY OFFICE.
THIS 22nd DAY OF May 2019
MARIA M. SALAS, CLERK & MASTER
BY _____ DEPUTY

Charles Walker (w/ perm. by RWM)

Charles E. Walker (B.P.R. No. 021277)
Woodbine Legal PC
69 Thompson Lane
Nashville, TN 37211

Counsel for REO Holdings, LLC

and

Franklin Brabson (w/ perm by RWM)

Franklin D. Brabson (B.P.R. 003890)
2300 21st Avenue South
Suite 201
Nashville, TN 37201

Counsel for Deborah Mills Butler

CERTIFICATE OF SERVICE

I hereby certify that on January 14, 2019, a copy of the foregoing was sent U.S. mail, postage prepaid to the following:

Charles E. Walker
Woodbine Legal PC
69 Thompson Lane
Nashville, TN 37211

Attorney for REO Holdings, LLC

Jeffrey Hale
134 Timber Hills Drive
Hendersonville, TN 37075

Emily Girvin
Michael Beyer
1201 Katie Avenue
Nashville, TN 37207

Tax Purchasers

Faith Mills
809 Young's Lane
Nashville, TN 37207

Franklin D. Brabson
2300 21st Avenue South
Suite 201
Nashville, TN 37201

Attorney for the Three Heirs

William Mills
1026 North 7th Street
Nashville, TN 37207



Robert W. Miller

EXHIBIT A

FILED
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D.C. & M.

HODGES AND FOOSHEE REALTY, INC

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 The Twin Team Properties or Assigns ("Buyer") agrees to buy and the undersigned seller REO Holding Co. LLC, Faith Mills Daryl Mills,Deborah Mills Butler ("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: 1026 North 7th Street (Address) Nashville (City), Tennessee, 37207 (Zip), as recorded in Davidson County Register of Deeds Office, n/a deed book(s), n/a page(s), and/or n/a instrument number and as further described as: Tax ID 082-04-0-152.00 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 n/a) remote controls; an entry key; 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 mounting brackets (but excluding flat screen TVs); 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:
   n/a

   C. Items that **WILL NOT REMAIN** with the Property:
   all personal items removed from the home and lot before closing

   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: $ 160,000.00 , One Hundred Sixty Thousand U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:
   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); OR
   iii. other such form as is approved in writing by Seller.

   A. **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 n/a % 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

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herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust 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 three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. 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. Such certifications shall be made 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. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;

b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and

c. Buyer *has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.*

(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 section 2.A.(1) and/or 2.A.(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.

☒ **B. Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)** (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. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event this Agreement is contingent upon an appraisal (See Paragraph 2.C. below), Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

C. 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.

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☒ 2. This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the notification form or written equivalent notice. Buyer shall then have 3 days to either:

1. waive the appraisal contingency via the notification form or equivalent written notice **OR**
2. terminate the agreement by giving notice to seller via the notification form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest money.

In the event buyer fails to either waive the appraisal or terminate the agreement as set forth above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price.

D. Closing Expenses.

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/statement of accounts from any and all associations, property management companies, 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; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). 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; insured Closing Protection Letter; association fees as stated within paragraph 4.E.; 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, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.
3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows: Seller.
   Simultaneous issue rates shall apply.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer: Court appointed Title Company
Closing Agency for Seller: Same

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within _____ days after the Binding Agreement Date to BEO HOLDING COMPANY LLC, FAITH MILLS, DARYL MILLS , DEBORA MILLS BUTLER (name of Holder) ("Holder") located at _____ (address of Holder), a Earnest Money/Trust Money deposit of $ 16,000 by check (OR n/a) ("Earnest Money/Trust Money").

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason

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by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.

B. **Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 19 herein. Holder shall disburse Earnest Money/Trust 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/Trust 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/Trust Money paragraph. Earnest Money/Trust 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 20th day of December, 2018 ("Closing Date"), 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 via the Closing Date/Possession Date Amendment or equivalent written agreement.

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

☒ at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;

OR

☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

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 calender 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 (not including statement of accounts), 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 the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, 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;

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(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/Trust 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 The Twin Teas [redacted]. 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. **Lead-Based Paint Disclosure (Select the appropriate box. Items not selected are not part of this Agreement).**
☐ does not apply. ☐ does apply (Property built prior to 1978).

7. **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.**

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).

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The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding n/a for evidence of active infestation and/or damage. Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the end of the Inspection Period, whichever is earlier. 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, should be addressed in the Buyer's request for repairs pursuant to Subparagraph 8.D., Buyer's Inspection and Resolution below.

D. **Buyer's Inspection and Resolution.** Within 5 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 as described below. ***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 Section 7, and in such case shall accept the Property in its current condition, normal wear and tear excepted.***

In said notice Buyer shall either:

(1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust 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 via the Notification form or equivalent written notice. 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 0 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 Repair / Replacement Amendment 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/Trust Money.

☐ **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 Section 7 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).**

8. **Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 1 day(s) 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 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.

9. **Buyer's Additional Due Diligence Options.** 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. **Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions will apply to the insurability of said Property.

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C. **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.]

D. **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.]

E. **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.

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; the insurability of the Property or cost to insure 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/Trust 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/Trust 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. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

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 $ n/a for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: _____.
Ordered by: _____ (Real Estate Company)

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376 ☒ **Home Protection Plan waived.**

377 **14. Other Provisions.**

378 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement
379 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and
380 assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of
381 this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation,
382 promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed
383 by both Buyer and Seller that any real estate agent working with or representing either party shall not have the
384 authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in
385 writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The
386 parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final
387 offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this
388 Agreement, or Counter Offer, if applicable.

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

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

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

395 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
396 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
397 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
398 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
399 determined by the location of Property. In the event a performance deadline, other than the Closing Date (as
400 defined in paragraph 4 herein), Date of Possession (as defined in paragraph 4 herein), Completion of Repair
401 Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in paragraph
402 20 herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next
403 following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. §
404 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial
405 date (e.g. Binding Agreement Date).

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

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

419 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of
420 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this
421 Agreement with a refund of Earnest Money/Trust Money to Buyer.

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

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

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event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

K. **Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

L. **Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

15. **Seller's Additional Obligations.** If Seller has any knowledge of an exterior injection well, a sinkhole as defined pursuant to Tenn. Code Ann. § 66-5-212(c), 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.

16. **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.

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:

Buyer to have a 5 day due diligence period

Seller to compensate Hodges and Fooshee Realty a 3% commission as the selling company.

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19. **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 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.

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

Buyer hereby makes this offer.

BUYER	**BUYER**
11/20/18 at 1 o'clock ☐ am/ ☒ pm	_____ at _____ o'clock ☐ am/ ☐ pm
Offer Date	**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**
12/19/18 at 1 o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
Date	**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 received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only:

Listing Company: n/a	Selling Company: Hodges and Fooshee Realty
Listing Firm Address:	Selling Firm Address: 1404 17th Ave South
Firm License No.:	Firm License No.: 0258481
Firm Telephone No.:	Firm Telephone No.: 615-538-1100
Listing Licensee:	Selling Licensee: Mark Bilyeu
Licensee License Number:	Licensee License Number: 0209696
Licensee Email:	Licensee Email: markabilyeu@yahoo.com

Home Owner's / Condominium Association ("HOA/COA"):

HOA / COA Phone: n/a	HOA/COA Email: n/a
Property Management Company: n/a	
Phone: n/a	Email: n/a

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PERSONAL INTEREST DISCLOSURE & CONSENT

On occasion, a real estate licensee may become involved in a real estate transaction BOTH as a licensed real estate professional AND as a party – directly or indirectly – to the transaction. The Real Estate Broker Licensing Act requires that a licensee's personal interest in any transaction be disclosed. Further, said Act requires the written consent of all parties to a transaction with regard to certain personal interests.

As used below:

- "Buyer" shall mean Buyer or Tenant.
- "Seller" shall mean Seller or Landlord.

DISCLOSURE AND CONSENT AS TO LICENSEE'S PERSONAL INTEREST:

[Pursuant to Section 62-13-403(7)(A) of the Tennessee Real Estate Broker Licensing Act, a licensee shall: "Not engage in self-dealing nor act on behalf of a licensee's immediate family, or on behalf of any other individual, organization or business entity in which the licensee has a personal interest without prior disclosure of such interest and the timely written consent of all parties to the transaction."]

1. Nature of Interest. [Licensee to disclose nature of personal interest by checking appropriate box(es) below.]

Licensee Jeremy Bockmon has a personal interest with regard to the sale of the property located at 1026 W 7th St.

The licensee's personal interest is as follows:

- ☐ the licensee is the seller/owner of this property.
- ☐ an immediate family member of the licensee is the seller of the property.
- ☐ any other individual, organization or business entity in which the licensee has a personal interest is the seller of the property.
- ☐ the licensee is a prospective buyer of the property.
- ☐ an immediate family member of the licensee is the prospective buyer of the property.
- ☒ any other individual, organization or business entity in which the licensee has a personal interest is a prospective buyer of the property.
- ☐ other _____.

2. Consent of Continued Involvement.

Buyer and Seller consent to the undersigned licensee's continued involvement in the subject transaction.

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Shall Be Signed by Licensee making disclosure, Buyer and Seller Prior to Execution of a Real Estate Contract:

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

[signature]	Twin Team Properties
LICENSEE	FIRM/COMPANY
10/28/18 at 1 o'clock ☐ am/☐ pm	
Date	ADDRESS:
	PHONE: _____ FAX: _____
	EMAIL: _____

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

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

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

[signature]	_____
SELLER	SELLER
12/16/18 at 1 o'clock ☐ am/ ☐ pm	_____ at _____ o'clock ☐ am/ ☐ pm
Date	Date

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HODGES AND FOOSHEE REALTY, INC

COUNTER OFFER # 1

This is a Counter Offer from ☐ Seller to Buyer OR ☒ Buyer to Seller
Seller Name: See line #9 Seller Name: _____
Buyer Name: Jeremy Bockman Buyer Name: _____
The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of _____ for the purchase of real property commonly known as:
1025 North 7th Street Nashville TN 37207
Address, City, State, Zip
With the following exceptions:
Sellers Names: REO Holdings Co.LLC, Faith Mims, Daryl Mims, and Deborah Mims Butler. Mr. Mrs Mr. Mrs Mr. Mrs

Purchase Price to be $170,000

Closing Date to be January 7, 2019

Buyer to have 5 day due diligence period after binding date on the counter offer.

Seller to compensate Hodges and Fooshee Realty $5,000 for the R/E commission at closing.

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.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and 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 _____ o'clock ☐ am/ ☐ pm, local time, on the _____ day of _____, _____.

12/11/18	
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 # _____

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

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 received by Mark Bilyeu on 12-10-18 at 2:45 o'clock ☐ am/ ☒ pm

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Assignment of Contract for Purchase and Sale

In reference to the contract for purchase and sale dated 12/10/18 between The Twin Team LLC. _____ or Assigns, Buyer, and REO Holding Co LLC. Faith Mills Seller. concerning property described as: Daryl Mills, Deborah Mills Butler 1026 North 7th St Nashville, TN 37207.

Buyer hereby assigns all rights to said contract for sale and purchase to Assignee in exchange for compensation in the amount of $ 10,000 ⁰⁰ (Ten thousand dollars & 00/100 —)

Assignment fee is due at time assignment of contract is signed and is NON_REFUNDABLE unless seller is unable to close on property for any reason. Assignment fee to be paid to The Twin Team llc.

[signature] 12/11/18		X Vernon Thomas Keese JR 12/11/18	
Buyer/Assignor	Date	Assignee	Date
_____		_____	
Buyer/Assignor	Date	Assignee	Date

CLOSING DATE / POSSESSION DATE AMENDMENT # 1

Buyer: Stratus Construction LLC

Seller: REO 1101 Irving Corbin, Faith Mills, Amy Mills, Deborah Butler

Property: 1026 Nw 7th Street

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend that certain Purchase and Sale Agreement with a Binding Agreement Date of _____ and any counteroffers, addenda or prior amendments (collectively referred to herein as "Agreement") for the purchase and sale of real property described above as follows:

The recitals are marked to and part of this Amendment.

☒ 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 11:59 p.m., local time, on the 17 day of January, 2017, or on such earlier date as may be agreed to by the parties in writing. Such extension 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.

☐ B. **Possession:** Possession of the Property is to be given:

☐ with delivery of deed and payment of purchase price; OR

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

☐ Occupancy Agreement attached.

☒ no later than _____ o'clock ☐ am/ ☐ pm, local time, on the _____ day after Closing.

☐ Occupancy Agreement attached.

This Amendment shall become binding when signed by all parties and shall be incorporated into the Agreement and all other terms and conditions of the Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below has signed and acknowledges receipt of a copy.

Venus T. Lewis Jr.

BUYER

12/21/16 at 05:00 ☐ o'clock ☒ am/ ☐ pm

Date

BUYER

_____ at _____ ☐ o'clock ☐ am/ ☐ pm

Date

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

SELLER

_____ at _____ ☐ o'clock ☐ am/ ☐ pm

Date

SELLER

_____ at _____ ☐ o'clock ☐ am/ ☐ pm

Date

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