

# SALES CONTRACT

DATE : March 4, 2010 (#1)

This contract entered into this 28th day of September, 2005 by and between **BB&T BANK**, with an address of **200 W. 2nd Street, 4th Floor, Winston-Salem, NC**, **SELLER**; **FURROW AUCTION COMPANY**, with an address of 1022 Elm Street, Knoxville, TN 37921 (phone: 865-546-3206), **AGENT**; and \_\_\_\_\_, with an address of \_\_\_\_\_, **BUYER**.

## WITNESSETH

Pursuant to a bid placed at real property auction conducted by Agent on behalf of Seller and the terms and conditions agreed upon by Buyer in conjunction with Buyer placing a bid for purchase, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the conditions hereinafter set out, the following described premises: Land and improvements located at 1820 Volunteer Drive, Cleveland, TN, located in the Fourth Civil District of Bradley County, TN and being all of Lot one as shown on the plat of Emerald Hills I, recorded in Plat Book 8, Page 69, in the Register's Office for Bradley County, TN, the PROPERTY.

In consideration of \$ \_\_\_\_\_, paid by Buyer as earnest money and part of the purchase price, **the EARNEST MONEY**, receipt of which is hereby acknowledged, this contract is made binding on both parties, their heirs, executors, successors and/or assigns. Seller shall deliver to Buyer a **SPECIAL or LIMITED WARRANTY** deed conveying fee simple title to the Property to Buyer free and clear of all encumbrances, except as stated herein, being: **CURRENT YEAR PROPERTY TAXES WHICH WILL BE PRO-RATED AS OF CLOSING; ANY RECORDED OR VISIBLE ROAD-WAY RIGHTS OF WAY, RAILROAD OR UTILITY EASEMENTS; SUB-DIVISION OR OTHER RESTRICTIONS OF RECORD; ZONING; AND ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORD BUT WHICH COULD BE ASCERTAINED BY AN ACCURATE SURVEY OF THE LAND OR BY MAKING INQUIRIES OF PERSONS IN POSSESSION THEREOF. ALL EXCEPTIONS BOTH STANDARD AND SPECIAL AS SHOWN ON COMMITMENT FOR TITLE OBTAINED BY SELLER BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED FEBRUARY 9, 2010, FILE NO: LB187001437. SELLER SHALL PURCHASE OWNER'S TITLE INSURANCE POLICY FOR BENEFIT OF BUYER AT CLOSING. BUYER SHALL PAY ANY AND ALL TRANSFER TAXES AND/OR RECORDING FEES IN CONJUNCTION WITH THE DEED. SUYVEY FOR THE PROPERTY MAY BE PROCURED BY BUYER AT BUYER'S SOLE OPTION AND EXPENSE.**

Buyer shall, within 20 days after the date of this contract or prior to closing, whichever is first, pay for the property \$ \_\_\_\_\_ (**INCLUDES 10% BUYER'S PREMIUM**), under the following terms: **10% DOWN WITH THE SIGNING OF THIS CONTRACT; BALANCE DUE ON CLOSING WITHIN 20 DAYS. THIS IS A CASH TRANSACTION - CLOSING NOT SUBJECT TO BUYER SECURING FINANCING. NO EXTENSION SHALL BE GRANTED FOR CLOSING THIS PROPERTY.**

**THIS PROPERTY IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS" WITH NO WARRANTIES EITHER IMPLIED OR EXPRESS WITH REGARD TO ITS CONDITION EXCEPT WARRANTY OF TITLE AS PROVIDED HEREIN.** Buyer acknowledge that all properties are being sold at public auction, subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning, and all other land use restrictions.

Deed shall be made to: **AS DIRECTED**

### IT IS FURTHER MUTUALLY AGREED

- Agent. Agent is not the owner of the Property, but solely an agent for Seller, who is the fee owner of the Property.
- Seller's Default. If marketable title subject to the above-listed exceptions cannot be given to Buyer at closing, the Earnest Money will be refunded to Buyer as Buyer's sole remedy.
- Casualty. In the event of the destruction or damage of the Property by fire or other casualty prior to the closing of this sale, Buyer shall have the option to either receive any insurance proceeds on the Property destroyed and close and consummate the transaction, or to rescind this contract and receive a refund of the Earnest Money.
- Buyer's Default. If Buyer fails to carry out and perform the terms of this agreement within **20** days after date of this contract, except in the case of Seller's default, Buyer may retain the Earnest Money as partial compensation for damages sustained and may recover additional damages or obtain specific performance as permitted by law. In such event, Seller and its agent shall equally divide said Earnest Money.
- Closing and Settlement. **Title and Settlement Agent to be Heritage Title Services, 198 East Court Street, Suite 13, Lawrenceburg, KY 40342 – 866-482-1473 or 502-859-8005; fax 877-467-7221. At the closing each party shall execute and deliver all documents necessary to effect and complete the closing. Buyer shall (1) pay customary closing fees to settlement agent for services rendered to buyer; (2) cost recording of warranty deed and (3) any necessary transfer taxes. Seller shall pay: (1) title examination prepared for auction; (2) preparation of Deed; (3) customary closing fees to settlement agent for services rendered to Seller; (4) cost of title insurance policy (owners coverage) for benefit of buyer.**
- Condition of Property. Buyer hereby acknowledges Buyer's obligation to perform due diligence in regard to this transaction as well as the condition of the Property, and agrees that an inspection of the Property has been made by Buyer, that the purchase is based upon such inspection and such additional independent investigation as Buyer has chosen to make, and not by or through any representations made by Seller or Agent. Buyer hereby expressly waives any and all claims for damages or rescission of this contract due to any representations made by Seller or Agent, except such representations as may be contained in this contract.
- Acknowledgement. Buyer acknowledges that in connection with its purchase of this Property from Seller, Agent disclosed to the undersigned Buyer all information, if any, made known by Seller to Agent concerning the exposure of the Property to hazardous wastes and/or substances, and/or the storage of hazardous wastes and/or substances and/or existence of lead-based paint on the Property. The undersigned Buyer is hereby determining to go forward with the purchase based on this information.
- Agency Disclosure Statement. Buyer acknowledges that Agent disclosed Seller's name.
- Assignment. Buyer may assign this contract provided Buyer shall give Agent notice of such assignment prior to the closing. The terms and provisions of this contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, executors, successors and/or assigns.
- Entire Agreement. Both Seller and Buyer agree that this contract constitutes the sole and only agreement between them with respect to the above-described Property and shall not be modified, except in writing, and shall be binding upon their heirs, successors and/or assigns. Time is of the essence.

**FURROW AUCTION COMPANY, AGENT**

Accepted:

\_\_\_\_\_  
Seller

Date: March 4, 2010

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Buyer