



TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION

1 Property Address: 1466 Broad Street Elizabethton TN 37643

2 Seller: Everette Stout & Robert Stout

3 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
4 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
5 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
6 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
7 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

- 8 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
9 the best of the seller's knowledge as of the Disclosure date.
- 10 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 11 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
12 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 13 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
14 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code
15 Ann. § 66-5-204).
- 16 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 17 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
18 agreed to in the purchase contract.
- 19 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 20 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
21 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
22 had no effect on the physical structure of the property.
- 23 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
24 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
25 (See Tenn. Code Ann. § 66-5-202).
- 26 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
27 court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not resided on the
28 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 29 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
30 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
31 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 32 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
33 not required to repair any such items.
- 34 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
35 disclaimer statement with no representations or warranties. (See Tenn. Code Ann. § 66-5-202).
- 36 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
37 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 38 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
39 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 40 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
41 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
42 disposal system permit.
- 43 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
44 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the

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45 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
46 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive
47 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
48 ever been moved from an existing foundation to another foundation.

49 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge
50 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information
51 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition
52 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition
53 Exemption. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions
54 they may have regarding this information or prior to taking any legal actions.

55 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide
56 information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information
57 contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales
58 person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may
59 wish to obtain.

60 **Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as**
61 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
62 **below and/or the obligation of the buyer to accept such items "as is."**

63 The undersigned Seller of the property described as 1466 Broad Street Elizabethton TN 37643 does
64 hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement as
65 provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-209
66 for the following reason(s):

- 67 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the administration
68 of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a trustee in a
69 bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 70 This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by
71 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
72 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
73 the real property by a deed in lieu of foreclosure.
- 74 This is a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship
75 or trust.
- 76 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
77 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
78 in common and the transfer shall be made from one (1) or more of the owners to another owner or co-owners holding
79 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 80 This is a transfer made by virtue of the record owner's failure to pay federal, state or local taxes.
- 81 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 82 This is a transfer made solely to any combination of a spouse or a person or persons in the linal line of consanguinity
83 of one (1) or more of the transferors.
- 84 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 85 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 86 This is a transfer of any property sold at public auction.
- 87 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
88 prior to the date of transfer.
- 89 This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu
90 of foreclosure or by a quitclaim deed.

91 Pursuant to Tenn. Code Ann. § 66-5-212, Sellers are required to disclose, in writing, the presence of any known exterior
92 injection well on the Property, whether the Sellers have knowledge that any single family residence on the Property has ever
93 been moved from an existing foundation to another foundation, whether the Sellers have knowledge of any percolation tests or
94 soil absorption rates performed on the Property that are determined or accepted by the Tennessee Department of Environment
95 and Conservation and the results of said tests and/or rates, and the presence of any known sinkholes. Sellers, pursuant to Tenn.
96 Code Ann. § 66-5-213, are also required to disclose in writing if the Property is located in a Planned Unit Development and
97 upon request, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed.

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| 98 | ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING: | YES | NO | UNKNOWN |
|-----|--|--------------------------|-------------------------------------|--------------------------|
| 99 | 1. Is there an exterior injection well anywhere on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 100 | 2. Is seller aware of any percolation tests or soil absorption rates being performed on the property that are determined or accepted by the Tennessee Department of Environment and Conservation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 101 | If yes, results of test(s) and/or rate(s) are attached. | | | |
| 102 | 3. Has any residence on this property ever been moved from its original foundation to another foundation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 103 | 4. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 104 | 5. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map." | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 105 | 6. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

122 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its improvements, are being offered by Seller except in the case where transfer involves the first sale of a dwelling in which builder offers a written warranty and those required by Seller pursuant to Tenn. Code Ann. §§ 66-5-212 and 66-5-213. Furthermore, the Buyer should make or have made on the Buyer's behalf a thorough and diligent inspection of the property.

126 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or the condominium association, as applicable, pursuant to Tennessee Code Annotated § 66-27-502.

129 The party(ies) below have signed and acknowledge receipt of a copy. Signed by:

| | |
|--|--|
| <p>130 <u>Everette Stout</u></p> <p>131 SELLER Everette Stout</p> <p>132 5/23/2024 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>133 Date</p> | <p>130 <u>Robert Stout</u></p> <p>131 SELLER Robert Stout</p> <p>132 5/23/2024 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>133 Date</p> |
|--|--|

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

| | |
|--|--|
| <p>135 _____</p> <p>136 BUYER</p> <p>137 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>138 Date</p> | <p>135 _____</p> <p>136 BUYER</p> <p>137 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm</p> <p>138 Date</p> |
|--|--|

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CONFIRMATION OF AGENCY STATUS

1 Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller
2 who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of
3 this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must
4 be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers
5 and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this
6 transaction:

7 The real estate transaction involving the property located at:
8 1466 Broad Street Elizabethton TN 37643

PROPERTY ADDRESS

| | |
|--|--|
| 10 SELLER NAME: <u>Everette Stout Robert Stout</u> | BUYER NAME: _____ |
| 11 LICENSEE NAME: <u>Libby Hoilman</u> | LICENSEE NAME: _____ |
| 12 in this consumer's current or prospective transaction is | in this consumer's current or prospective transaction |
| 13 serving as: | is serving as: |
| 14 <input type="checkbox"/> Transaction Broker or Facilitator. | <input type="checkbox"/> Transaction Broker or Facilitator. |
| 15 (not an agent for either party). | (not an agent for either party). |
| 16 <input type="checkbox"/> Seller is Unrepresented. | <input type="checkbox"/> Buyer is Unrepresented. |
| 17 <input type="checkbox"/> Agent for the Seller. | <input type="checkbox"/> Agent for the Buyer. |
| 18 <input checked="" type="checkbox"/> Designated Agent for the Seller. | <input type="checkbox"/> Designated Agent for the Buyer. |
| 19 <input type="checkbox"/> Disclosed Dual Agent (for both parties), | <input type="checkbox"/> Disclosed Dual Agent (for both parties), |
| 20 with the consent of both the Buyer and the Seller | with the consent of both the Buyer and the Seller |
| 21 in this transaction. | in this transaction. |

22 This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to**
23 **purchase**, OR to any unrepresented seller **prior to presentation of an offer to purchase**; OR (if the Licensee is listing a
24 property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as
25 confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services
26 were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any
27 complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of
28 limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710
29 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not**
30 **constitute an agency agreement or establish any agency relationship.**

31 By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as
32 Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code
33 of Ethics and Standards of Practice.

| | | |
|---|------------------|------|
| 34 <u>Everette Stout</u> 5/23/2024 | Buyer Signature | Date |
| <small>1986CFBFCB19480</small> <u>Everette Stout</u> _____ | Buyer Signature | Date |
| 36 <u>Robert Stout</u> 5/23/2024 | Buyer Signature | Date |
| <small>DE28958713</small> <u>Robert Stout</u> _____ | Buyer Signature | Date |
| 38 <u>Libby Hoilman</u> 5/23/2024 | Selling Licensee | Date |
| <small>EC64BC48379488</small> <u>Libby Hoilman</u> _____ | Selling Licensee | Date |

40 Collins & Company Realtors & Auctioneers _____
41 Listing Company Selling Company

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DISCLAIMER NOTICE

1 The Broker and their affiliated licensees (hereinafter collectively “Licensees”) are engaged in bringing together
 2 buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or
 3 informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all
 4 sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when
 5 making decisions about any of the following matters, including the selection of any professional to provide services
 6 on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an “independent, qualified
 7 professional”, who complies with all applicable state/local requirements, which may include licensing, insurance,
 8 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to
 9 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough
 10 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed
 11 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with
 12 whom you work. These items are examples and are provided only for your guidance and information.

- 13 **1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
 14 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
 15 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
- 16 **2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
 17 condition of the roof.
- 18 **3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
 19 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
 20 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the
 21 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home
 22 Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home
 23 Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an
 24 inspector, including whether he has complied with State and/or local licensing and registration requirements in
 25 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-
 26 plumbing, etc.). **Failure to inspect typically means that you are accepting the property “as is”.**
- 27 **4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
 28 you use the services of a licensed, professional pest control company to determine the presence of wood
 29 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any
 30 potential damage from such.
- 31 **5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
 32 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
 33 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
 34 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
 35 professionals and inspectors in all areas of environmental concern.
- 36 **6. SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained.
 37 Information is sometimes gathered from tax or real estate records on the property. Square footage provided by
 38 builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not**
 39 **guaranteed.** It is advised that you have a licensed appraiser determine actual square footage.
- 40 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
 41 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
 42 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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43 **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
44 while sometimes used to set an asking price or an offer price, is **not** an appraisal.

45 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND**
46 **ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or
47 private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary
48 survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc.,
49 clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys,
50 plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

51 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
52 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
53 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected
54 use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before
55 committing to a property or provide for this contingency in your Purchase and Sale Agreement.

56 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
57 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,
58 electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified
59 by the appropriate sources in writing (including but not limited to fire protection). You should have a
60 professional check access and/or connection to public sewer and/or public water source and/or the condition of
61 any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual
62 number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained
63 in the file for the property maintained by the appropriate governmental permitting authority. If the file for this
64 property cannot be located or you do not understand the information contained in the file, you should seek
65 professional advice regarding this matter. For unimproved land, septic system capability can only be
66 determined by using the services of a professional soil scientist and verifying with the appropriate governmental
67 authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to
68 accommodate the size home that you wish to build.

69 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you
70 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or
71 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding
72 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper
73 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation
74 certificates, flood zones, and flood insurance requirements, recommendations and costs.

75 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
76 condemnation proceedings or similar matters concerning any portion of the property with the State, County and
77 city/town governments in which the property is located. Condemnation proceedings could result in all or a
78 portion of the property being taken by the government with compensation being paid to the landowner.

79 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
80 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
81 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
82 sources in writing.

83 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**
84 You should consult with local, state and federal law enforcement agencies for information or statistics regarding
85 criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location
86 of sex offenders in a given area.

87 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any
88 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or
89 any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not**
90 legal or tax experts, and therefore cannot advise you in these areas.

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- 91 **16. TITLE EXPENSES.** It is the Buyer’s responsibility to seek independent advice or counsel prior to Closing
 92 from Buyer’s Closing Agency regarding the availability and coverage provided under an American Land Title
 93 Association Standard Owner’s Insurance Policy and, if available, an Extended Owner’s Insurance Policy.
- 94 **17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any
 95 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a
 96 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers
 97 have the option to select any inspectors, service providers or vendors of the buyer’s or seller’s choice. You are
 98 advised to contact several sources and independently investigate the competency of any inspector, contractor,
 99 or other professional expert, service provider or vendor and to determine compliance with any licensing,
 100 registration, insurance and bonding requirements in your area.
- 101 **18. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition
 102 of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as
 103 to suitability of a property to your needs. You acknowledge that any images or other marketing materials
 104 provided by the seller or brokers involved in the transaction electronically or in print may not display the
 105 property’s features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a
 106 property.
- 107 **19. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media
 108 used in the marketing of the property may continue to remain in publication after Closing. You agree that
 109 Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker
 110 is not in control.

111 **The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media**
 112 **representations or verbal representations of any real estate licensee relative to any of the matters itemized**
 113 **above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they**
 114 **secure the services of appropriately credentialed experts and professionals of the buyer’s or seller’s choice**
 115 **for the advice and counsel about these and similar concerns.**

| | | |
|-----|---|---|
| 116 | DocuSigned by: | DocuSigned by: |
| 117 | <u>Everette Stout</u> | <u>Robert Stout</u> |
| | CLIENT/CUSTOMER Everette Stout | CLIENT/CUSTOMER Robert Stout |
| 118 | 5/23/2024 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | 5/23/2024 at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| 119 | Date | Date |

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PERSONAL INTEREST DISCLOSURE & CONSENT

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

5 **As used below:**

- 6 • “Buyer” shall mean Buyer or Tenant.
- 7 • “Seller” shall mean Seller or Landlord.

8 **DISCLOSURE AND CONSENT AS TO LICENSEE’S PERSONAL INTEREST:**

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

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

15 Licensee Libby Hoilman has a personal interest
 16 with regard to the sale of the property located at
 17 1466 Broad Street Elizabethton TN 37643.

18 The licensee’s personal interest is as follows:

- 19 the licensee is the seller/owner of this property.
- 20 an immediate family member of the licensee is the seller of the property.
- 21 any other individual, organization or business entity in which the licensee has a personal interest is the seller
 22 of the property.
- 23 the licensee is a prospective buyer of the property.
- 24 an immediate family member of the licensee is the prospective buyer of the property.
- 25 any other individual, organization or business entity in which the licensee has a personal interest is a
 26 prospective buyer of the property.
- 27 other _____.

28 **2. Consent of Continued Involvement.**


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

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

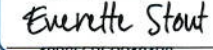
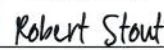
32 The party(ies) below have signed and acknowledge receipt of a copy.

| | | |
|----|---|---|
| 33 |  | <u>Collins & Company Realtors & Auctioneers</u> |
| 34 | LICENSEE Libby Hoilman | FIRM/COMPANY |
| 35 | <u>05/22/2024</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | <u>112 S. Armed Forces Dr., Elizabethton, TN 37643</u> |
| 36 | Date | ADDRESS: |
| 37 | | PHONE: <u>4235435741</u> |
| 38 | | EMAIL: <u>collinsandcoinfo@gmail.com</u> |

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

| | | |
|----|---|---|
| 40 | _____ | _____ |
| 41 | BUYER | BUYER |
| 42 | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| 43 | Date | Date |

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

| | | |
|----|---|---|
| 45 |  |  |
| 46 | SELLER Everette Stout | SELLER Robert Stout |
| 47 | <u>05/22/2024</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | <u>05/22/2024</u> at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| 48 | Date | Date |

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