



LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Seller Agency)

1 **BROKER (listing company):** Rural Real Estate Pros
 2 **ADDRESS OF COMPANY:** 2300 Highway 127 S Crossville 38572
 3 **OWNER / SELLER:** Margaret R Nathurst Trustee
 4 **ADDRESS OF OWNER / SELLER:** PO BOX 236 Fort Myers, FL 33902

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
 6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
 7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** Lots Renegade Mountain Resort
 9 (Address) Crab Orchard (City), Tennessee 37723 (Zip) as recorded in
 10 Cumberland County Register of Deeds Office, deed book(s) TBD
 11 page(s), and/or See Attached instrument number, and further described as:
 12
 13 with an estimated acreage of _____ ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**
 15 NONE

16
 17
 18 **B. Items that shall NOT remain with the Property:**
 19 NONE

22 **2. THE LISTING PRICE \$** 9,000.00 (Nine Thousand Dollars).
 23 This price is based (select one):
 24 for entire Property as a tract and not by the acre; or
 25 per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
 26 per acre based on a current or mutually acceptable survey; or
 27 for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____ per acre
 28 in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should
 29 vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.**
 31 This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date") through
 32 Nov 27, 2025 ("Listing Expiration Date"). If a contract to purchase, exchange or lease is signed before
 33 this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale Agreement, exchange
 34 agreement, or lease agreement.
 35 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
 36 to the general public on the Effective Date
 37 OR
 38 on the _____ day of _____, 20____.

39 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within 90 days
 40 after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant
 41 (or anyone acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the
 42 term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to
 43 any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a

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44 result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another
45 licensed real estate broker at the time of such contract.

46 4. **TERMS** of sale acceptable to Seller (such as USDA, Conventional, etc.): TBD

47 5. **POSSESSION OF PROPERTY** to be delivered: At Closing

48 6. **COMPENSATION.** A total of \$ 1,000.00, or 0.00 % compensation based on the total sales price shall be paid
49 by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed
50 and payment of purchase price which includes, but is not limited to, payment of purchase price in full, execution of a 1031
51 exchange, execution of a deed of trust, or execution of a promissory note (the "Closing"). In any exchange of the Property,
52 Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

53 In the event that the Property is leased under the terms of this Agreement, Seller agrees to pay a total of
54 \$ 0.00, or N/A % compensation based upon the monthly rental amount and which shall be paid by Seller
55 to Broker in readily available funds within five business days of rent being due under the terms of said lease. Said
56 compensation shall be paid by Seller to Broker and shall continue for the duration of the lease agreement with
57 compensation being paid to Broker within five business days of rent being due under the terms of the lease. This obligation
58 to pay said compensation shall survive the natural termination of this Agreement. In the event that the Property is sold
59 during the term of any lease agreement reached under this Agreement or any carry-over period described herein, Seller
60 agrees to pay Broker at the time of Closing any remaining compensation based upon future rental payments and/or any
61 compensation that may be due under the terms of this Listing Agreement.

62 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
63 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty deed to
64 such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any. The
65 compensation payable for the sale of Property is not set in any manner other than between Broker and Seller. Property is
66 offered without regard to race, creed, color, religion, sex, handicap, familial status or national origin. A request from Seller
67 to observe discriminatory requirements in the sale or lease of the Property shall not be granted since it is a violation of the
68 law.

69 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
70 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller's breach of the
71 Purchase and Sale Agreement or lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
72 amount equal to the compensation which would have been due and owing Broker had the transaction closed or the lease
73 been fulfilled. Such compensation shall be payable without demand. Should the Broker consent to release the Listing
74 prior to the expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to
75 market Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may
76 be due to Broker. Seller agrees to pay all reasonable attorney's fees together with any court costs and expenses which real
77 estate firm incurs in enforcing any of Seller's obligations to pay compensation under this Listing Agreement. The parties
78 hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a
79 defense in the event of a dispute.

80 **7. FURTHER INFORMATION CONCERNING PROPERTY.**

81 **A. Mineral, oil, gas, water and timber rights.**

82 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights? Yes / No
83 If no, please explain: _____
84 _____

85 **B. Crops.**

86 Crops planted at the time of sale shall:
87 Pass with the land to the buyer OR Remain with the seller OR Other (please describe):
88 N/A

89 **C. Leasehold or Tenant's Rights.**

90 There are no leasehold interests or tenant's rights in the subject Property, except as follows:
91 N/A
92

93 **D. Licenses or Usage Permits.**

94 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,
95 timber, usage rights to hunters, fishermen, or others except as follows:
96 N/A
97

98 **E. Utilities.**
 99 Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line,
 100 across the street, unknown, etc.)

101	Electricity: _____	TBD	Gas: _____	TBD
102	Municipal Sewer: _____	TBD	Municipal Water: _____	TBD
103	Telephone: _____	TBD	Cable: _____	TBD

104 **F. Zoning.**
 105 Seller represents that the Property is zoned _____ **N/A** _____

106 **G. Flood Zone.**
 107 Is the Property or any part thereof located in a flood zone?
 108 **TBD**
 109

110 **H. Exterior Injection Well, Soil Absorption and/or Percolation Test.**
 111 **1. Exterior Injection Well.** Does the Seller have knowledge of an exterior injection well being present on the
 112 property? Yes / No
 113 **2. Soil Absorption and/or Percolation Test.** Has the Property been tested for soil absorption and/or
 114 percolation? If either box is checked, please provide a copy of test results within _____ days of signing
 115 Agreement.

116 **I. Subsurface Sewage Disposal.**
 117 Has the Property been evaluated for a Sub-Surface Sewage Disposal System? Yes / No
 118 If yes, please provide a copy within _____ days of signing Agreement.

119 **J. Survey.**
 120 Has the Property been surveyed? Yes / No If yes, please provide a copy of the most recent survey within
 121 _____ days of signing Agreement.

122 **K. Special Tax Arrangements.**
 123 Is the Property in any special tax arrangement such as Green Belt? Yes / No
 124 If yes, please list details: _____
 125 _____

126 **L. Foreign/Unnatural Materials on Property.**
 127 Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural
 128 materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine
 129 production, radioactive material or radon on the Property (structure or soil)? Yes / No
 130 If yes, please list details, including the substance and its location:
 131 _____
 132 _____

133 **8. RESPONSIBILITIES AND RIGHTS OF THE PARTIES**
 134 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
 135 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
 136 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
 137 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that
 138 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
 139 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.
 140 Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide
 141 compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker
 142 shall offer a cooperative compensation to any agent who is a member of any MLS in which Property is listed in the amount
 143 of 0.00 % of Selling Price/monthly rental amount or \$ 500.00 to a Selling Agent or
 144 Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring
 145 cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member of the MLS(es)
 146 in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not
 147 a member of the MLS(es) in which the Property is listed, it shall be in the amount of 0.00 % of Selling Price/monthly
 148 rental amount or \$ 500.00 to a Selling Agent or Facilitator (an agent who is representing the interests of
 149 and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. In this event, Broker shall notify
 150 Seller in writing that a cooperative compensation is being offered to that nonmember agent. Seller shall assist Broker in

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151 any reasonable way in selling Property and shall refer to Broker all inquiries regarding this Property during the term of the
 152 Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final sales information to the MLS
 153 for the purpose of compiling comparable sales data reports.

154 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
 155 disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have
 156 photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used
 157 and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media;
 158 and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other
 159 copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant
 160 license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the
 161 Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized
 162 to receive on behalf of Seller, all notices, offers, and other documents incidental to the offering and sale of the Property
 163 which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if
 164 such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order
 165 for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from Buyers
 166 or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence of any offer
 167 and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)

168 **9. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

169 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
 170 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
 171 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
 172 *of the following:*

173 *Non United States citizen;*

174 *Non resident alien; or*

175 *Foreign corporation, partnership, trust, or estate*

176 *It is Seller's responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

177 **10. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

178 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate.
 179 Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or
 180 the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the
 181 value of or the structural improvements on the Property or the health of future occupants. Seller agrees that Seller shall be
 182 solely responsible for any misrepresentations or mistakes on the listing data wherein Seller has supplied such information.
 183 Seller further agrees to hold Agents and firm harmless and indemnify them from any claim, demand, action, liability or
 184 proceedings resulting from any omission, alleged omission or misrepresentation by Seller and/or for any material fact that
 185 is known or should be known by Seller concerning the Property and that is not disclosed to Agents and to provide for
 186 defense costs including reasonable attorney's fees for Agents and firm in such an event. Seller is not aware of any other
 187 defect, environmental factors or adverse facts (as defined in Tenn. Code Ann. § 62-13-102) concerning the Property.

188 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. **Seller is responsible**
 189 **for compliance with state or federal law regarding usage of video or audio recording devices while marketing or**
 190 **showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**
 191 Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry
 192 access to the Property. Seller also authorizes Broker and/or Broker's affiliated Licensees to place a lock box on said
 193 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.
 194 Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims
 195 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,
 196 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings, or otherwise
 197 authorized entry thereof.

198 Seller acknowledges and agrees that Broker:

- 199 (a) May show other properties to prospective buyers who are interested in Seller's Property;
- 200 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
- 201 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
- 202 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
- 203 the availability and cost of utilities, septic or community amenities; conditions existing off the Property which

204 may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable
 205 boundaries of school districts or other school information; proposed or pending condemnation actions involving
 206 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building
 207 products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
 208 relating to financing; etc. Seller acknowledges that Broker is not an expert with respect to the above matters and
 209 is hereby advised to seek independent expert advice on any of these or other matters which are of concern to
 210 Seller;

211 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
 212 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
 213 Tennessee Real Estate Commission Rules; and

214 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

215 **11. EXPERT ASSISTANCE.**

216 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an
 217 expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying
 218 organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker’s advice
 219 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides
 220 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained
 221 by Client.

222 **12. AGENCY.**

223 **A. Definitions.**

224 **1. Broker.** In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage
 225 firm and where the context would indicate, the Broker’s affiliated licensees.

226 **2. Agent for the Seller.** The licensee’s company is working as an agent for the Property Seller and owes primary
 227 loyalty to the Seller. Even if the licensee is working with a prospective Buyer to locate property for sale, rent, or
 228 lease, the licensee and licensee’s company are legally bound to work in the best interests of any Property Owners
 229 whose Property is shown to this prospective Buyer. An agency relationship of this type cannot, by law, be
 230 established without a written agency agreement.

231 **3. Designated Agent for the Seller.** The individual licensee that has been assigned by the Managing Broker and is
 232 working as an agent for the Seller or Property Owner in this consumer’s prospective transaction, to the exclusion
 233 of all other licensees in the company. Even if someone else in the licensee’s company represents a possible Buyer
 234 for this Seller’s Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
 235 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
 236 without a written agency agreement.

237 **4. Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for
 238 either party in this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a
 239 transaction but cannot be considered a representative or advocate of either party. “Transaction Broker” may be
 240 used synonymously with, or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law, any
 241 licensee or company who has not entered into a written agency agreement with either party in the transaction is
 242 considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

243 **5. Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
 244 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
 245 full disclosure to each party and with each party’s informed consent.

246 **6. Adverse Facts.** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees
 247 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
 248 improvements to real property or present a significant health risk to occupants of the property.

249 **7. Confidentiality.** By law, every licensee is obligated to protect some information as confidential. This includes
 250 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
 251 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
 252 discloses that licensee has an agency relationship with another party, any such information which the consumer
 253 THEN reveals must be passed on by the licensee to that other party.

254 **B. Duties owed to all Parties to a Transaction.**

255 **Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties**
 256 **to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise**
 257 **provided by law:**

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- 258 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 259 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
- 260 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
- 261 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
- 262 parties in the transaction. This duty of confidentiality extends to any information which the party would
- 263 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
- 264 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
- 265 relationship and the closing of the transaction;
- 266 4. To provide services to each party to the transaction with honesty and good faith;
- 267 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
- 268 might affect such transaction only when such information is available through public records and when such
- 269 information is requested by a party;
- 270 6. To timely account for earnest money deposits and all other property received from any party to a transaction; and
- 271 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of
- 272 any other individual, organization or business entity in which licensee has a personal interest without prior
- 273 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 274 B) To refrain from recommending to any party to the transaction the use of services of another individual,
- 275 organization or business entity in which the licensee has an interest or from whom the licensee may receive a
- 276 referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate
- 277 services, without timely disclosure to the party who receives the referral, the licensee's interest in such referral or
- 278 the fact that a referral fee may be received.

279 **C. Duties owed to Client.**

280 **In addition to the above, the licensee has the following duties to Client if the Licensee has become an Agent or**

281 **Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:**

- 282 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
- 283 between the licensee and licensee's client;
- 284 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
- 285 of a transaction and in other activities, except where such loyalty/duty would violate licensee's duties to a
- 286 customer in the transaction; and
- 287 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
- 288 the client by:
 - 289 A) Scheduling all Property showings on behalf of the client;
 - 290 B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - 291 C) Answering any questions that the client may have in negotiation of a successful purchase agreement within
 - 292 the scope of the licensee's expertise; and
 - 293 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
 - 294 agreement for a successful closing of the transaction.

295 Upon waiver of any of the above duties contained in subsection 12.C.3., a consumer must be advised in writing

296 by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the

297 transaction for the performance of the above.

298 **D. Seller's Authorizations.**

- 299 1. **Default to Facilitator.** Seller hereby authorizes Broker and Listing Licensee to default to Facilitator status
- 300 (representing the interests of neither the Seller nor the Buyer) in any Property showings, negotiations, or
- 301 transactions, in which the Listing Licensee may also have a representation agreement with the Buyer. In such
- 302 event, Agent shall immediately notify (verbally) both the Buyer and the Seller of the need to default to this
- 303 Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a
- 304 Facilitator, Broker and Broker's licensee may assist the parties and provide information in subsequent
- 305 negotiations in that transaction. Upon any default to Facilitator status, the Broker and Broker's licensee must
- 306 assume a neutral position and shall not be an advocate for either the Buyer or Seller.

- 307 **2. Resumption of Agency Status.** In the event that Broker and Listing Licensee default to a Facilitator status, this
 308 Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or
 309 contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the
 310 transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further
 311 negotiations occur between the parties). At that time, the Broker and Listing Licensee shall immediately revert
 312 back to their status as Agent for the Seller.
- 313 **13. EARNEST MONEY/TRUST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money/trust
 314 money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee
 315 account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease,
 316 exchange, or option agreement until disbursed in accordance with the terms of said agreement.
- 317 **14. TITLE.** Seller warrants Seller is vested with good and marketable title to the Property with full authority to execute this
 318 Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.
- 319 **15. OTHER PROVISIONS.**
- 320 **A. Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and
 321 be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This
 322 Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and
 323 entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by
 324 all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement
 325 shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- 326 **B. Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be
 327 governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 328 **C. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
 329 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
 330 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
 331 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
 332 determined by the location of Property.
- 333 **D. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
 334 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
 335 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 336 **E. Fair Housing.** Broker and Broker’s affiliated Licensees shall provide services without regard to race, color, creed,
 337 religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe
 338 discriminatory practices in the sale, lease, exchange, or option of Property shall not be granted.
- 339 **16. LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND
 340 OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY.
 341 NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU
 342 ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS
 343 DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND
 344 ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.
- 345 **17. CONFIDENTIALITY.** Information which Seller authorizes Broker and Broker’s affiliated Licensees to disclose which
 346 might otherwise be confidential:
 347 **HOA Fees, Liens and related fees**
 348
 349
 350
 351
 352
 353
- 354 **18. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made
 355 a part of this Agreement:
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19. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding section, shall control:

RREP Archiving Fee of \$165.00 EA charged to Seller at successful closing.

Conditional Termination:

At Seller's request, Broker may agree to terminate this agreement.

If Broker agrees to Conditional Termination, Seller must:

- Sign a Withdrawal Agreement,
- reimburse Broker for all direct expenses incurred in marketing the property, and pay a cancellation fee of \$275.00 EA.

Retained Deposits: As consideration for Broker's services, Broker is entitled to receive (50%) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction.

NOTE: Any provisions of this Agreement which are preceded by a "☐" must be marked if a part of this Agreement.

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Ken Whitehead

Rural Real Estate Pros

BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

11/27/24 at 1:29 PM o'clock ☐ am/ ☐ pm

2300 Highway 127 S

Date

Address Crossville 38572

Ken Whitehead

Phone: 931-200-8261

Print/Type Name

Email: ruralrealestate@att.net

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

Margaret R Nathurst

SELLER/OWNER

SELLER/OWNER

Margaret R Nathurst

Trustee

Print/Type Name

Print/Type Name

11/27/24 at 6:11 PM o'clock ☐ am/ ☐ pm

at o'clock ☐ am/ ☐ pm

Date

Date

PO BOX 236

Address Fort Myers, FL 33902

Address

Phone: 239-994-4946 (H) (Cell)
(W) Email: mnathurst@gmail.com

Phone: (H) (Cell)
(W) Email:

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