



WIRE FRAUD WARNING

1 Criminals use many methods to steal our money, even when we are buying or selling a home – particularly
2 involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent,
3 broker, lender, or the closing attorney/ closing agency. Be on the lookout for:

- 4 • Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony
5 fax numbers, texts, calls or social media messages from scammers.
- 6 • Any communication requesting information or directing you to a fake website, a criminal’s email address
7 or a criminal’s bank account.

8 In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing
9 attorney/closing agency. NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.
10 Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your
11 lender. If the instructions are sent by email they should be in a secured manner. DO NOT TRANSFER FUNDS
12 UNTIL you have verified the authenticity of the wiring instructions by at least one other independent means,
13 including but not limited to the following:


- 14 • Call the phone number you used on all your prior calls (if the number came from a personally recognized
15 or known source), or
- 16 • Call the closing attorney/ closing agency or lender after verifying their phone number from a known third
17 party source, such as the entity’s official website and/or public directory assistance (do not take the phone
18 number directly from the wiring instruction form you received), or
- 19 • Make a personal visit to their office at the address you previously met with them.

20 If you send wiring instructions by email or any electronic means to anyone at your bank or other financial
21 institution in preparation for closing, DO NOT TRANSFER ANY FUNDS until after you verify that the correct
22 instructions were received by a known representative at your financial institution. Also, it is important to confirm
23 with the financial institution that the wire instructions ARE NOT TO BE SUBSTITUTED WITHOUT YOUR
24 PRIOR CONSENT. Any wiring instructions sent should be sent in a secured manner.

25 Be especially aware of any request to change any of the original wiring/money transfer information, change in the
26 person you have been working with on the transaction, or a subtle difference in their behavior, speech, or
27 grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies
28 and lenders rarely if ever change, so any request to change this information should be handled with caution.

29 If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails,
30 text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank
31 or mortgage company, or changes to wire transfer or financing institutions:

- 32 • IMMEDIATELY call your bank and/or mortgage company at the phone number you used in all prior
33 calls.
- 34 • Then, call your agent at the phone number you used in all prior calls.

35  Annette Rene Powers
 36 _____
 37 1/24/2019 7:13:27 PM CST Buyer or Seller Date Buyer or Seller Date
 Annette Rene Powers

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615- 321-1477.





TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 207 Thoma Lane CITY Manchester

2 SELLER'S NAME(S) Annette Rene Powers PROPERTY AGE 9

3 DATE SELLER ACQUIRED THE PROPERTY October 2010 DO YOU OCCUPY THE PROPERTY? Yes

4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? _____

5 (Check the one that applies) The property is a site-built home non-site-built home

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

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

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1477.



- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
 45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
 46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results
 48 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the
 49 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as
 50 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive
 51 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has
 52 ever been moved from an existing foundation to another foundation.

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

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

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

67 **INSTRUCTIONS TO THE SELLER**

68 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly
 69 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this
 70 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

71 **A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:**

- 72 Range Wall/Window Air Conditioning Garage Door Opener(s) (Number of openers 3)
- 73 Window Screens Oven Fireplace(s) (Number) 3
- 74 Intercom Microwave Gas Starter for Fireplace
- 75 Garbage Disposal Gas Fireplace Logs TV Antenna/Satellite Dish
- 76 Trash Compactor Smoke Detector/Fire Alarm Central Vacuum System and attachments
- 77 Spa/Whirlpool Tub Burglar Alarm Current Termite contract
- 78 Water Softener Patio/Decking/Gazebo Hot Tub
- 79 220 Volt Wiring Installed Outdoor Cooking Grill Washer/Dryer Hookups
- 80 Sauna Irrigation System Pool
- 81 Dishwasher A key to all exterior doors Access to Public Streets
- 82 Sump Pump Rain Gutters Heat Pump
- 83 Central Heating Central Air
- 84 Water Heater Electric Gas Solar
- 85 Other _____ Other _____
- 86 Garage: Attached Not Attached Carport
- 87 Water Supply: City Well Private Utility Other _____
- 88 Gas Supply: Utility Bottled Other
- 89 Waste Disposal: City Sewer Septic Tank Other _____
- 90 Roof(s): Type shingle Age (approx): 9

91 Other Items:

92
93

94 To the best of your knowledge, are any of the above NOT in operating condition? YES NO

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615-321-1477.



95 If YES, then describe (attach additional sheets if necessary):

96
97
98

99 If leases are not assumable, it will be Seller's responsibility to pay balance.

100 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN	
101	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
102	Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Basement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
103	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
104	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Slab	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
105	Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106	Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
107	Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
108	Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Heat Pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
109	Electrical System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Central Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
110	Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

111 If any of the above is/are marked YES, please explain:

112

113 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:**

	YES	NO	UNKNOWN	
114	1. Substances, materials or products which may be environmental hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
115	such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
116	or chemical storage tanks, contaminated soil or			
117	water, on the subject			
118	property?			
119	2. Features shared in common with adjoining land owners, such as walls, but	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120	not limited to, fences, and/or driveways, with joint rights and obligations			
121	for use and maintenance?			
122	3. Any authorized changes in roads, drainage or utilities affecting the	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
123	property, or contiguous to the property?			
124	4. Any changes since the most recent survey of the property was done?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
125	Most recent survey of the property: _____ (Date)			<input type="checkbox"/>
126	5. Any encroachments, easements, or similar items that may affect your	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
127	ownership interest in the property?			
128	6. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129	repairs made without necessary permits?			
130	7. Room additions, structural modifications or other alterations or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
131	repairs not in compliance with building codes?			
132	8. Landfill (compacted or otherwise) on the property or any portion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
133	thereof?			
		YES	NO	UNKNOWN
134	9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
136	11. Any requirement that flood insurance be maintained on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137	12. Property or structural damage from fire, earthquake, floods, or landslides?,	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138	If yes, please explain (use separate sheet if necessary).			

139

140

141 If yes, has said damage been repaired? _____

142 13. Is the property serviced by a fire department? YES NO UNKNOWN

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615-321-1477.



143 If yes, in what fire department's service area is the property located?
 144 Coffee County

145 Is the property owner subject to charges or fees for fire protection,
 146 such as subscriptions, association dues or utility fees?

147 14. Any zoning violations, nonconforming uses and/or violations of
 148 "setback" requirements?

149 15. Neighborhood noise problems or other nuisances?

150 16. Subdivision and/or deed restrictions or obligations?

151 17. A Condominium/Homeowners Association (HOA) which has any authority
 152 over the subject property?
 153 Name of HOA: _____ HOA Address: _____
 154 HOA Phone Number: _____ Monthly Dues: _____
 155 Special Assessments: _____ Transfer Fees: _____
 156 Management Company: _____ Phone: _____
 157 Management Co. Address: _____

158 18. Any "common area" (facilities such as, but not limited to, pools, tennis
 159 courts, walkways or other areas co-owned in undivided interest with others)?

160 19. Any notices of abatement or citations against the property?

161 20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects
 162 or will affect the property?

163 21. Is any system, equipment or part of the property being leased?
 164 If yes, please explain, and include a written statement regarding payment
 165 information.
 166
 167

168 22. Any exterior wall covering of the structure(s) covered with exterior
 169 insulation and finish systems (EIFS), also known as "synthetic stucco"?
 170 If yes, has there been a recent inspection to determine whether the structure
 171 has excessive moisture accumulation and/or moisture related damage?
 172 *(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified*
 173 *professional inspect the structure in question for the preceding concern and provide a written report of the professional's*
 174 *finding.)*
 175 If yes, please explain. If necessary, please attach an additional sheet.
 176
 177

178 23. Is there an exterior injection well anywhere on the property?

179 24. Is seller aware of any percolation tests or soil absorption rates being
 180 performed on the property that are determined or accepted by
 181 the Tennessee Department of Environment and Conservation?
 182 If yes, results of test(s) and/or rate(s) are attached.

183 25. Has any residence on this property ever been moved from its original
 184 foundation to another foundation?

185 26. Is this property in a Planned Unit Development? Planned Unit Development
 186 is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land,
 187 controlled by one (1) or more landowners, to be developed under unified control
 188 or unified plan of development for a number of dwelling units, commercial,
 189 educational, recreational or industrial uses, or any combination of the
 190 foregoing, the plan for which does not correspond in lot size, bulk or type of
 191 use, density, lot coverage, open space, or other restrictions to the existing land
 192 use regulations." Unknown is not a permissible answer under the statute.

193 27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn.
 194 Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of
 195 limestone or dolostone strata resulting from groundwater erosion, causing a
 196 surface subsidence of soil, sediment, or rock and is indicated through the
 197 contour lines on the property's recorded plat map."

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615-321-1477.



198 **D. CERTIFICATION.** I/We certify that the information herein, concerning
199 the real property located at

200 207 Thoma Lane Manchester TN 37355

201 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
202 conveyance of title to this property, these changes will be disclosed in an addendum to this document.

203 Transferor (Seller) Annette Rene Powers Date _____ Time _____
1/24/2019 7:13:29 PM CST

204 Transferor (Seller) _____ Date _____ Time _____

205 Parties may wish to obtain professional advice and/or inspections of the property and to negotiate
206 appropriate provisions in the purchase agreement regarding advice, inspections or defects.
207

208 **Transferee/Buyer's Acknowledgment:** I/We understand that this disclosure statement is not intended as a substitute for any
209 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
210 evident by careful observation. **I/We acknowledge receipt of a copy of this disclosure.**

211 Transferee (Buyer) _____ Date _____ Time _____

212 Transferee (Buyer) _____ Date _____ Time _____

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

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615-321-1477.





CONFIRMATION OF AGENCY STATUS

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

The real estate transaction involving the property located at:

207 Thoma Lane Manchester TN 37355

PROPERTY ADDRESS

<p>SELLER NAME: <u>Annette Rene Powers</u></p> <p>LICENSEE NAME: <u>Kenneth M. Bargers</u></p> <p>in this consumer's current or prospective transaction is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Seller is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Seller.</p> <p><input checked="" type="checkbox"/> Designated Agent for the Seller.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>	<p>BUYER NAME: _____</p> <p>LICENSEE NAME: _____</p> <p>in this consumer's current or prospective transaction is serving as:</p> <p><input type="checkbox"/> Transaction Broker or Facilitator. (not an agent for either party).</p> <p><input type="checkbox"/> Buyer is Unrepresented.</p> <p><input type="checkbox"/> Agent for the Buyer.</p> <p><input type="checkbox"/> Designated Agent for the Buyer.</p> <p><input type="checkbox"/> Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.</p>
--	--

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

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

<p><i>Annette Rene Powers</i></p> <p><small>1/24/2019 7:13:31 PM CST</small></p>	
<p>Seller Signature <u>Annette Rene Powers</u> Date</p>	<p>Buyer Signature _____ Date</p>
<p>Seller Signature _____ Date</p>	<p>Buyer Signature _____ Date</p>
<p><i>Kenneth M. Bargers</i></p> <p><small>1/24/2019 7:15:08 PM CST</small></p>	
<p>Listing Licensee <u>Kenneth M. Bargers</u> Date</p>	<p>Selling Licensee _____ Date</p>
<p>Pilkerton Realtors</p>	
<p>Listing Company _____</p>	<p>Selling Company _____</p>

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615- 321-1477.



DISCLAIMER NOTICE

1 The Brokers and their affiliated licensees (hereinafter collectively “Licensees”) involved in the Purchase and Sale
2 Agreement (hereinafter “Agreement”) regarding real estate located at

3 207 Thoma Lane Manchester TN 37355 (hereinafter “Property”)

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

16 **1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional
17 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the
18 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.

19 **2. THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the
20 condition of the roof.

21 **3. HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for
22 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,
23 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the
24 Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home
25 Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home
26 Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an
27 inspector, including whether he has complied with State and/or local licensing and registration requirements in
28 your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-
29 plumbing, etc.). **Failure to inspect typically means that you are accepting the Property “as is”.**

30 **4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that
31 you use the services of a licensed, professional pest control company to determine the presence of wood
32 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any
33 potential damage from such.

34 **5. ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,
35 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-
36 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,
37 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable
38 professionals and inspectors in all areas of environmental concern.

39 **6. SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes gathered
40 from tax or real estate records on the Property. Square footage provided by builders, real estate licensees, or
41 tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is advised that
42 you have a licensed appraiser determine actual square footage.

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user.
Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615-321-1477.

- 43 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
 44 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
 45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.
 46 **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc.,
 47 while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 48 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised that
 49 you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
 50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
 51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
 52 for this information, even if acceptable to your lender.
- 53 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
 54 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
 55 repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected
 56 use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before
 57 committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 58 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
 59 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply,
 60 electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be verified
 61 by the appropriate sources in writing. You should have a professional check access and/or connection to public
 62 sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that
 63 any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers
 64 and/or buyers request a copy of the information contained in the file for the Property maintained by the
 65 appropriate governmental permitting authority. If the file for this Property cannot be located or you do not
 66 understand the information contained in the file, you should seek professional advice regarding this matter. For
 67 unimproved land, septic system capability can only be determined by using the services of a professional soil
 68 scientist and verifying with the appropriate governmental authorities that a septic system of the desired type,
 69 size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.
- 70 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you
 71 have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or
 72 run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding
 73 may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper
 74 governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation
 75 certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 76 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
 77 condemnation proceedings or similar matters concerning any portion of the Property with the State, County and
 78 city/town governments in which the Property is located. Condemnation proceedings could result in all or a
 79 portion of the Property being taken by the government with compensation being paid to the landowner.
- 80 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
 81 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
 82 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
 83 sources in writing.
- 84 **14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.**
 85 You should consult with local, state and federal law enforcement agencies for information or statistics regarding
 86 criminal activity at or near the Property, the presence of methamphetamine manufacturing, or for the location
 87 of sex offenders in a given area.
- 88 **15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any
 89 legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or



SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT DISCLOSURE

1 Regarding: 207 Thoma Lane Manchester TN 37355
PROPERTY ADDRESS

2 **The owner of this residential property discloses the following:**

3 According to the subsurface sewage disposal system permit issued for this property, this property is permitted for 5
4 (number of) bedrooms. A copy of the permit was obtained from the appropriate governmental permitting authority and
5 is attached to this disclosure.

6 I/We have requested a copy of the subsurface sewage disposal system permit issued for this property from the
7 appropriate governmental permitting authority. However, I/we were informed that

8 The file could not be located.

9 **OR**

10 A permit was not issued for this property.

11 As a result, I/we do not have any knowledge as to the number of bedrooms for which this property has been permitted.

12 **NOTE:** There may be additional information which may be of interest and/or concern to Buyers contained in the official file
13 with the Tennessee Department of Environment and Conservation, Groundwater Protection division located in the
14 county office regulating septic systems. This file may contain information concerning maintenance that has been done
15 on the system as well as any violations imposed by the state. Buyers are encouraged to obtain this information and
16 if of concern to them, to have a soil engineer interpret the contents of the file. Real estate licensees are not soil
17 engineers and are not experts who can provide an interpretation of the contents of the official file.

18 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
19 they have provided is true and accurate and acknowledge receipt of a copy:

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

21 _____

22 **BUYER** _____ **BUYER** _____

23 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

24 **Date** _____ **Date** _____

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

26 *Annette Rene Powers* _____

27 **SELLER** *Annette Rene Powers* _____ **SELLER** _____

28 _____ at _____ o'clock am/ pm _____ at _____ o'clock am/ pm

29 **Date** _____ **Date** _____

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Kenneth M. Bargers is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at 615-321-1477.

