

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

1 **BROKER (listing company):** CRYE & LEIKE BROWN

2 **ADDRESS OF COMPANY:** 643 West Ave, Crossville, TN, 38555

3 **OWNER / SELLER:** Gerard & Dorless Easley

4 **ADDRESS OF OWNER / SELLER:** 170 Painted Laurel Dr. Jefferson, NC. 28640

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
7 the hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** ARROW TRAIL
9 (Address) MONTEREY (City), Tennessee 38574 (Zip) as
10 recorded in Putnam County Register of Deeds Office, A
11 deed book(s) 136 page(s), and/or 104-005-00 instrument no. and further described as:
12 with an estimated acreage of 4.2 ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**

18 **B. Items that will NOT remain with the Property:**

22 **2. THE LISTING PRICE.** \$ 21,000.00 (TWENTY ONE 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 \$ _____
28 per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable
29 survey should vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.** Listing Date: Sept 30, 2013 Expiration Date: Sept 30, 2014
31 If a contract to purchase, exchange or lease is signed before this Agreement expires, the term hereof shall continue until
32 final disposition of Purchase and Sale Agreement, exchange agreement, or lease agreement.

33 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within _____ days
34 after the expiration of this Exclusive Right to Sell Listing Agreement ("Agreement") to any Buyer/Tenant (or anyone
35 acting on Buyer's/Tenant's behalf) who has been introduced to the Property, directly or indirectly, during the term
36 hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to any
37 introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a result
38 of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another licensed
39 real estate broker at the time of such contract.

40 **4. TERMS** of sale acceptable to Seller (such as FHA, VA, Conventional, etc.): _____

41 **5. POSSESSION OF PROPERTY** to be delivered: AT CLOSING



6. **COMPENSATION.** A total of \$ _____, or 5 % compensation based on the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as evidenced by delivery of warranty deed and payment of purchase price ("Closing"). In any exchange of the Property, Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

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

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

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

7. **FURTHER INFORMATION CONCERNING PROPERTY.**

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

Will conveyance of this Property include all mineral, oil, gas, water and timber rights? ☐ Yes / ☒ No

If no, please explain: NO MINERAL, OIL, GAS

B. **Crops.**

Crops planted at the time of sale will:

☐ Pass with the land to the buyer OR ☒ Remain with the Seller OR ☐ Other (please describe):

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

There are no leasehold interests or tenant's rights in the subject Property, except as follows:

D. **Licenses or Usage Permits.**

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

E. **Utilities.**

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

Electricity: ADV

Gas: ADV

Municipal Sewer: ADV

Municipal Water: ADV

Telephone: ADV

Cable: _____



F. Zoning.

Seller represents that the Property is zoned _____

G. Flood Zone.

Is the Property or any part thereof located in a flood zone?

H. Exterior Injection Well, Soil Absorption and/or Percolation Test.

1. Exterior Injection Well. Does the Seller have knowledge of an exterior injection well being present on the Property? ☐ Yes / ☐ No

2. Soil Absorption and/or Percolation Test. Has the Property been tested for ☐ soil absorption and/or ☐ percolation? If either box is checked, please provide a copy of test results within _____ days of signing Listing Agreement.

I. Subsurface Sewage Disposal.

Has the Property been evaluated for a Sub-Surface Sewage Disposal System? ☐ Yes / ☐ No

If yes, please provide a copy within _____ days of signing Listing Agreement.

J. Survey.

Has the Property been surveyed? ☐ Yes / ☐ No If yes, please provide a copy of the most recent survey within _____ days of signing Listing Agreement.

K. Special Tax Arrangements.

Is the Property in any special tax arrangement such as Green Belt? ☐ Yes / ☐ No

If yes, please list details: _____

L. Foreign/Unnatural Materials on Property.

Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine production, radioactive material or radon on the Property (structure or soil)? ☐ Yes / ☐ No
If yes, please list details, including the substance and its location: _____

8. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.

Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities. Broker shall provide timely notice to MLS of status changes, shall use best efforts to produce a Buyer, and may divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property. Broker shall offer a cooperative compensation to any agent who is a member participant of any MLS in which Property is listed in the amount of _____% of Selling Price/monthly rental amount or \$_____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction. Broker may offer a cooperative compensation to an agent who is not a member participant of the MLS(es) in which the Property is listed. In the event that Broker elects to offer a cooperating compensation to an agent who is not a member participant in the MLS(es) in which the Property is listed, it will be in the amount of _____% of Selling Price/monthly rental amount or \$_____ to a Selling Agent or Facilitator (an agent who is representing the interests of and/or is working with the Buyer) who is the procuring cause of the transaction. In this event, Broker shall notify Seller in writing that a cooperative compensation is being offered to that nonmember participant agent. Seller will assist Broker in any reasonable way in selling Property and will refer to Broker all inquiries regarding this Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final sales information to the MLS for the purpose of compiling comparable sales data reports.

Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used



and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media; and to do such advertising as Broker deems appropriate. Seller shall allow the Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order for Broker to promptly forward all such notices, offers and other information to Seller.

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

Seller is hereby notified to consult with his/her own closing attorney and tax professional concerning the applicability of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected from Seller at the Closing of any sale of the Property. Examples of this may include the following:

Non United States citizen

Non resident alien

Foreign corporation, partnership, trust, or estate

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

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

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

Seller authorizes Broker and/or his affiliated Licensees to conduct key entry showings or "Open Houses" of the Property. Seller additionally authorizes Broker and/or his affiliated Licensees to allow cooperating brokers to conduct key-entry showings of the Property. Seller also authorizes Broker and/or his affiliated Licensees to place a lock box on said Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees, salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings or Open Houses thereof.

Seller acknowledges and agrees that Broker:

- (a) May show other properties to prospective buyers who are interested in Seller's Property;
- (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage; the availability and cost of utilities, septic or community amenities; conditions existing off the Property which may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable boundaries of school districts or other school information; proposed or pending condemnation actions involving the Property; the appraised or future value of the Property; termites and wood destroying organisms; building products and construction techniques; the tax or legal consequences of a contemplated transaction; matters relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other matters which are of concern to Seller;
- (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 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended and the Tennessee Real Estate Commission Rules; and
- (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.



202 **11. EXPERT ASSISTANCE.**

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

209 **12. AGENCY.**

210 **A. Definitions.**

- 211 1. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage
212 firm and where the context would indicate, the Broker's affiliated licensees.
- 213 2. **Designated Agent for the Seller:** The individual licensee that has been assigned by his/her Managing Broker
214 and is working as an agent for the Seller or Property Owner in this consumer's prospective transaction, to the
215 exclusion of all other licensees in his/her company. Even if someone else in the licensee's company represents
216 a possible Buyer for this Seller's Property, the Designated Agent for the Seller will continue to work as an
217 advocate for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by
218 law, be established without a written agency agreement.
- 219 3. **Facilitator / Transaction Broker (not an agent for either party):** The licensee is not working as an agent for
220 either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to
221 a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may
222 be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By
223 law, any Licensee or company who has not entered into a written agency agreement with either party in the
224 transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is
225 established.]
- 226 4. **Dual agency:** The licensee has agreements to provide services as an agent to more than one (1) party in a
227 specific transaction and in which the interests of such parties are adverse. This agency status may only be
228 employed upon full disclosure to each party and with each party's informed consent.
- 229 5. **Adverse Facts:** "Adverse Facts" means conditions or occurrences generally recognized by competent licensees
230 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
231 improvements to real property or present a significant health risk to occupants of the property.
- 232 6. **Confidentiality:** By law, every licensee is obligated to protect some information as confidential. This includes
233 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
234 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
235 discloses that he/she has an agency relationship with another party, any such information which the consumer
236 THEN reveals must be passed on by the licensee to that other party.

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

238 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following
239 duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

- 240 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 241 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
- 242 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
243 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
244 parties in the transaction. This duty of confidentiality extends to any information which the party would
245 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
246 or information required by law to be disclosed. This duty survives both the subsequent establishment of an
247 agency relationship and the closing of the transaction;
- 248 4. To provide services to each party to the transaction with honesty and good faith;
- 249 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
250 might affect such transaction only when such information is available through public records and when such
251 information is requested by a party;
- 252 6. To timely account for earnest money deposits and all other property received from any party to a transaction;
253 and



- 254 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee's immediate family, or on behalf of
255 any other individual, organization or business entity in which licensee has a personal interest without prior
256 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
- 257 B) To refrain from recommending to any party to the transaction the use of services of another individual,
258 organization or business entity in which the licensee has an interest or from whom the licensee may receive a
259 referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate
260 services, without timely disclosure to the party who receives the referral, the licensee's interest in such referral
261 or the fact that a referral fee may be received.

262 **C. Duties owed to Client.**

263 ~~In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an~~
264 ~~Agent or Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:~~

- 265 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
266 between the licensee and licensee's client;
- 267 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in
268 negotiation of a transaction and in other activities, except where such loyalty/duty would violate licensee's
269 duties to a customer in the transaction; and
- 270 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
271 the client by:
- 272 A) Scheduling all Property showings on behalf of the client;
- 273 B) Receiving all offers and counter offers and forwarding them promptly to the client;
- 274 C) Answering any questions that the client may have in negotiation of a successful purchase agreement
275 within the scope of the licensee's expertise; and
- 276 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
277 agreement for a successful closing of the transaction.

278 Upon waiver of any of the above duties listed under subparagraph 12.C.3., a consumer must be advised in
279 writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees
280 in the transaction for the performance of said duties.

281 **D. Seller's Authorizations**

- 282 1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee
283 as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated
284 Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated
285 Agent for the Buyer (other than the Licensee below) is also associated with Broker. The Managing Broker
286 hereby appoints _____ to be the
287 Designated Agent to the Seller in this transaction.
- 288 2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary,
289 to appoint a licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion
290 of any other licensees associated with Broker. This shall be accomplished through an amendment to this
291 Agreement, if necessary.
- 292 3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The
293 Designated Agent shall default to Facilitator status for all showings or transactions *involving the same*
294 *Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and
295 the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the
296 contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and
297 will not be an advocate for either the Seller or any prospective buyers.
- 298 4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this
299 Facilitator status will only be temporary. The Facilitator status will only last until any transaction or
300 contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because
301 the transaction is closed or contemplated transaction between these parties is terminated and no further
302 negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency
303 status for the Seller.

- 304 13. **EARNEST MONEY.** Broker is authorized to accept from Buyer a deposit as earnest money to be applied to the
305 purchase price for the Property. Such deposit is to be held by Broker in an escrow account or forwarded to party



authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

14. **TITLE.** Seller warrants he is vested with good and marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

15. **OTHER PROVISIONS.**

A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

B. **Governing Law and Venue.** This Agreement is intended as a listing agreement for the sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

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

E. **Fair Housing.** Broker and his affiliated Licensees shall provide services without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

16. **LEGAL DOCUMENTS.** THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

17. **CONFIDENTIALITY.** Information which the Seller authorizes Broker and his affiliated Licensees to disclose which might otherwise be confidential:

18. **EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:



360 19. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any preceding paragraph, shall
361 control:

362 _____
363 _____
364 _____
365 _____
366 _____
367 _____
368 _____
369 _____
370 _____
371 _____

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

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

374 BY: Broker or Licensee Authorized by Broker

BROKER/FIRM

376 _____ at _____ o'clock ☐ am/ ☐ pm

377 Date

Address

378 Phone: _____ Fax: _____

379 Print/Type Name

Email: _____

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

381 Gerald W Easley
382 SELLER/OWNER

383 Gerald W Easley
384 Print/Type Name

385 9/24/2013 at 1:00 o'clock ☒ am/ ☐ pm

386 Date 405 PENTLAND DR

387 Melbourne Beach, FL 32951

388 Address

389 Phone: 321-951-1633 (H) 954-806-7161 (Cell)

390 (W) Email: mysuzdo@aol.com

Dorless C. Easley
SELLER/OWNER

Dorless C. Easley
Print/Type Name

9/24/2013 at 1:00 o'clock ☒ am/ ☐ pm

Date 405 Pentland Dr

Melbourne Beach, FL 32951

Address

Phone: 954-806-7161 (H) 321-951-1633 (Cell)

(W) Email: mysuzdo@aol.com

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