



Betty Jo Mahan &lt;bettyjo.mahan@knoxmpc.org&gt;

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**[MPC Comment] 10528 Coward Mill Road**2 messages

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**Scott Davis** <swd444@gmail.com>

Wed, Sep 10, 2014 at 8:40 AM

Reply-To: swd444@gmail.com

To: Bart Carey <bartcarey@comcast.net>, "ART CLANCY, III" <artclancy3@gmail.com>, Dan Kelly <dan.kelly@knoxmpc.org>, Elizabeth Eason <eason.mpc@gmail.com>, Herb Anders <herb@claibornehauling.com>, Jack Sharp <commission@knoxmpc.org>, "Janice L. Tocher" <jtocher.mpc@gmail.com>, LAURA COLE <cole5137@bellsouth.net>, Mac Goodwin <mgoodwin.mpc@gmail.com>, "MICHAEL A. KANE" <makane1@bellsouth.net>, Rebecca Longmire <rebeccalongmire@hotmail.com>, Scott Smith <ssmith@volrealty.com>

Dear Commissioner,

It has been brought to my attention the owners of the property located at 10528 Coward Mill Road desire to have the concept plan for the property be withdrawn from the MPC agenda.

I respectfully request the Coward Mill Road concept plan be withdrawn from the September MPC agenda.

Unfortunately, we are involved in a contractual dispute related to this property. I had the property under contract when I applied for rezoning and concept plan approval. I would never violate your trust, come before MPC or County Commission or incur the costs associated with rezoning and concept plan approval without the property owner's knowledge and consent. My objective was to purchase the property prior to the August MPC meeting. Please see the attached email from Realty Executives extending the closing date to August 5, 2014.

As you may recall and the minutes and video of the meetings will verify, the owner's of the property as well as their representative from Realty Executives were in attendance at the TTCDA meeting on December 9, 2013 and they also attended all subsequent MPC and County Commission meetings involving the rezoning of the property. If my memory serves me, the owners spoke in support of the rezoning at both the MPC meeting and County Commission meeting during the rezoning hearings.

Please find attached the letter dated February 6, 2014 addressed to Commission before the rezoning meeting. The letter, signed by Gail Cox and Patty Saunders, the owners of 10528 Coward Mill, states "The zoning restrictions placed on our property 10528 Coward Mill Road,...has had a direct effect on the selling of our family farm....in reality, there is no market for this property with the current zoning".

In concert and with the cooperation of the owners, I have been involved in the rezoning and concept plan approval process for nearly a year. Unfortunately, TTCDA and use on review regulations requiring multiple hearings before County Commission and MPC delayed the process far longer than anyone desired or could have anticipated.

Thank you for your time and attention to this matter and I sincerely appreciate your wiliness to serve on MPC.

Please do not hesitate to call or email if you have any questions.

Sincerely,

Scott Davis  
[865-806-8008](tel:865-806-8008)

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This message was directed to [commission@knoxmpc.org](mailto:commission@knoxmpc.org)

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**2 attachments**



**Coward Mill Extension email.pdf**  
504K



**Coward Mill Letter to Commission.pdf**  
2005K

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**Scott Davis** <swd444@gmail.com>

Wed, Sep 10, 2014 at 8:57 AM

Reply-To: swd444@gmail.com

To: Bart Carey <bartcarey@comcast.net>, "ART CLANCY, III" <artclancy3@gmail.com>, Dan Kelly <dan.kelly@knoxmpc.org>, Elizabeth Eason <eason.mpc@gmail.com>, Herb Anders <herb@claibornehauling.com>, Jack Sharp <commission@knoxmpc.org>, "Janice L. Tocher" <jtocher.mpc@gmail.com>, LAURA COLE <cole5137@bellsouth.net>, Mac Goodwin <mgoodwin.mpc@gmail.com>, "MICHAEL A. KANE" <makane1@bellsouth.net>, Rebecca Longmire <rebeccalongmire@hotmail.com>, Scott Smith <ssmith@volrealty.com>

Correction:

In the last paragraph my letter reads: TTCCA and use on review regulations requiring.....

it should read: TTCCA and sector plan amendments requiring.....

Thank you.

Scott

[Quoted text hidden]



Scott Davis <swd444@gmail.com>

**Amendment 1 re Friday closing date**

4 messages

CynthiaCormany <Cynthia@cynthiayouragent.com>  
To: SWD444@gmail.com

Wed, Jul 30, 2014 at 7:37 PM

Amendment 1 is attached addressing the new closing date of Friday. Lender is assuring us that we will close on Friday. Does everyone want to keep the same time schedules? Buyer at 2, Sellers at 4:30? Made closing on or BEFORE Tues, Aug 5 only as a precaution. Again the lender is confident about closing on Friday, Please sign and return as soon as possible, before 10 am tomorrow.

Please confirm that you have received this email and no problems with the amendment.

Cordially,

**Cynthia Handly Cormany**

CYNTHIA CORMANY@REALTOR

REALTY EXECUTIVES ASSOCIATES

MASTER EXECUTIVE™

865-696-7565 / [Cynthia@CynthiaMyRealtor.com](mailto:Cynthia@CynthiaMyRealtor.com)

[www:CynthiaMyRealtor.com](http://www.CynthiaMyRealtor.com)

If you know anyone from your family, church, friends or work who wants to sell or buy a home, help them by telling them to .....

**Cynthia Cormany**

The Red Carpet Real Estate Agent

 Amend 1 closing aug 5.pdf  
155K

Scott Davis <swd444@gmail.com>  
Reply-To: swd444@gmail.com  
To: CynthiaCormany <Cynthia@cynthiayouragent.com>

Thu, Jul 31, 2014 at 10:10 AM



Scott Davis &lt;swd444@gmail.com&gt;

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**Coward Mill Letter to commission**

1 message

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**Cynthia Cormany** <cynthia@cynthiamyrealtor.com>  
To: swd444@gmail.com

Mon, Feb 17, 2014 at 5:56 PM

Scott,

Attached is a copy of the letter that the sisters sent to the commission. I understand because of the weather the meeting of the sisters and commission member didn't happen as we hoped. If there is anything else you can think of that will help our cause for the meeting let me know.

## Cynthia HandlyCormany REALTOR

Realty Executives Associates

**MASTER EXECUTIVE™**

696-7565/693-3232

[Cynthia@RealtyExecutives.com](mailto:Cynthia@RealtyExecutives.com)

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 **Letter to commission.pdf**  
204K

Feb. 6, 2014

Dear Ladies and Gentlemen,

We are coming to you hoping to give a better understanding of our situation. We are sisters, one lives in Lake City, one in Clinton. The zoning restrictions placed on our property 10528 Council Mill Road, Knoxville, TN 37931 by the City Government has had a direct effect on the selling of our family farm. Although the planning and zone changed seemed practical in theory, in reality there is no market for this property with the current zoning restrictions. We are having to give up our legacy that has been in our family since 1958. We are third generation. The funds that once were available were depleted for the care of our parents. We have had our property on the market for over one year advertised as commercial. We are now fortunate enough this one and only prospective buyer Mr. Davis who has the willingness, expertise, and patience to work with us, so we can receive the benefit of our inheritance.

With the sale of this property we will be able to lay down the emotional strain and financial burden that we are now under. To maintain value of this property, benefit the neighborhood this involves utilities, mowing, general

maintenance, homeowners insurance and property taxes. As of June 3, 2014 our insurance will end, from that point on we will have the liability of uninsured property.

We are asking for our fair and constitutional rights to sell our family farm. Our goal is to sell to Mr. Davis and children to be playing in the fields once again as we did.

Thank you for your time and consideration.

Thoughtfully,

Lail Cox

Patty Saunders

From: Scott Davis <swd444@gmail.com>

To: Cynthia Cormany <cynthia@realtexecutives.com>; Christian Merrill <knoxhomes@aol.com>; Jack Comett <jack.comett@claytonbank.com>; Mary Richesin <Mary@easttitle.com>

Subject: Coward Mill Closing

Date: Fri, Aug 1, 2014 9:50 am

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Cynthia,

Per our conversation this morning, please accept this as notice that the contract to purchase the property located at 10528 Coward Mill is null and void. I will authorize East Tennessee Title to release the earnest money this afternoon.

Thank you.

Scott Davis

Page: 2 OF 14  
201408040007257



### PURCHASE AND SALE AGREEMENT

1 1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration,  
 2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
 3 Hope Davis and/or Assigns & Patricia B. Saunders ("Buyer") agrees to buy and the  
 4 undersigned seller Helen Gail Cox and Patricia B. Saunders ("Seller")  
 5 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:  
 6 All that tract of land known as: 10528 Coward Mill Road  
 7 (Address) Knoxville (City), Tennessee, 37931 (Zip), as recorded in  
 8 Knox County Register of Deeds Office, 1116 deed book(s), A page(s),  
 9 and/or 103093 instrument number and as further described as:  
 10 Trust documents 201109280016933 together with all  
 11 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

12 A. INCLUDED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans;  
 13 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm  
 14 doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-  
 15 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs,  
 16 fireplace doors and attached screens; all security system components and controls; garage door opener and all (at  
 17 least 0) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking  
 18 grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting  
 19 brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum  
 20 systems and attachments.

21 B. Other items that REMAIN with the Property at no additional cost to Buyer:  
 22 **All items to convey at no value as listed on MLS brief #860371**

23 C. Items that WILL NOT REMAIN with the Property:  
 24 **Mailbox and Mailbox post**

25 D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel  
 26 tank, etc.): none  
 27 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid  
 28 in full by Seller at or before Closing.

29  Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO  
 30 BE A PART OF THIS AGREEMENT.)  
 31 Buyer does not wish to assume Seller's current lease of \_\_\_\_\_; therefore, Seller  
 32 shall have said lease cancelled and leased items removed from Property prior to Closing.

33 E. FUEL: Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

34 2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise  
 35 provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of  
 36 this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is:  
 37 \$ 324,900.00 Three Hundred Twenty-Four Thousand Nine Hundred U.S. Dollars,  
 38 ("Purchase Price") which shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in  
 39 immediately available funds in the form of one of the following:

- 40 i. a Federal Reserve Bank wire transfer;
- 41 ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i);
- 42 iii. a check issued by the State of Tennessee or a political subdivision thereof;
- 43 iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of  
 44 1971; OR
- 45 v. in other such form as is approved in writing by Seller.

46 A. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).  
 47  1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon  
 48 Purchase Price.







PBS, 2/14/14  
HGM  
7-14-14  
buyer initial

# PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

2 Hobo Davis and/or Allison & Patricia B. Saunders ("Buyer") agrees to buy and the  
3 undersigned seller Helen Gall Cox and Patricia B. Saunders ("Seller")  
4 agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

5 All that tract of land known as: 10528 Coward Mill Road  
6 (Address) Knoxville (City), Tennessee, 37931 (Zip), as recorded in  
7 Knox County Register of Deeds Office, N116 deed book(s), A page(s),  
8 and/or 108093 instrument number and as further described as:

9 Trust documents 291169260016933 together with all  
10 fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

11  
12 A. INCLUDED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans;  
13 permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm  
14 doors and windows; all window treatments (e.g. shutters, blinds, shades, curtains, draperies) and hardware; all wall-  
15 to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs,  
16 fireplace doors and attached screens; all security system components and controls; garage door opener and all (at  
17 least 0) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking  
18 grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting  
19 brackets (but excluding flat screen TVs); antennas and satellite dishes (excluding components); and central vacuum  
20 systems and attachments.

21 B. Other items that REMAIN with the Property at no additional cost to Buyer;  
22 **All items to convey at no value as listed on MLS brief #360371**

23  
24 C. Items that WILL NOT REMAIN with the Property:  
25 **Mailbox and Mailbox post**

26  
27 D. LEASED ITEMS: Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel  
28 tank, etc.); none  
29 Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid  
30 in full by Seller at or before Closing.

31  Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO  
32 BE A PART OF THIS AGREEMENT.)  
33 Buyer does not wish to assume Seller's current lease of \_\_\_\_\_; therefore, Seller  
34 shall have said lease cancelled and leased items removed from Property prior to Closing.

35 E. FUEL: Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

36 2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise  
37 provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of  
38 this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is:  
39 \$ 324,000.00 Three Hundred Twenty-Four Thousand Nine Hundred U.S. Dollars,  
40 ("Purchase Price") which shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in  
41 immediately available funds in the form of one of the following:

- 42 I. a Federal Reserve Bank wire transfer;
- 43 ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i);
- 44 iii. a check issued by the State of Tennessee or a political subdivision thereof;
- 45 iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of  
46 1971; OR
- 47 v. in other such form as is approved in writing by Seller.

48 A. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).

49  1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon  
50 Purchase Price.



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201408040007257



PPS, 7-14-14  
HGR  
7-14-14  
Buyer initial

### PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. For and in consideration of the mutual covenants herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Hope Davis and/or Allison & Patricia D. Saunders ("Buyer") agree to buy and the undersigned seller Heiter Gail Cox and Patricia D. Saunders ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 10628 Covered MFS Road (Address) Knoxville (City), Tennessee, 37931 (Zip), as recorded in Knox County Register of Deeds Office, MIS deed book(s), A page(s), and/or 702093 instrument number and as further described as: Tract description: 7073492601233 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

A. ENCLOSED as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g. shades, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener and all (at least 0) remote controls; swimming pool and its equipment, awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (but excluding flat screen TVs); antennae and satellite dishes (excluding components); and central vacuum systems and attachments.

B. Other items that REMAIN with the Property at no additional cost to Buyer: All items to convey at no value as listed on MLS brief #860371

C. Items that WILL NOT REMAIN with the Property: Mailbox and Mailbox post

D. LEASED ITEMS: Leased items that remain with the Property (e.g., security systems, water softener systems, fuel tank, etc.): None  
Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller or before Closing.  
 Buyer does not wish to assume a leased item. (THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)  
Buyer does not wish to assume Seller's current lease of \_\_\_\_\_; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

E. FUEL: Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

2. Purchase Price, Method of Payment and Closing Expenses. Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is: \$ 325,900.00 Three Hundred Twenty-Five Thousand Nine Hundred U.S. Dollars, ("Purchase Price") which shall be disbursed at Buyer's expense and paid to Seller or Seller's Closing Agency in immediately available funds in the form of one of the following:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(f);
- iii. a check issued by the State of Tennessee or a political subdivision thereof;
- iv. a check issued by an instrumentality of the United States organized and existing under the Farm Credit Act of 1971; OR
- v. in other such form as is approved in writing by Seller.

A. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).  
 1. This Agreement IS NOT contingent upon the appraised value either equating or exceeding the agreed upon Purchase Price.





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2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. If the appraised value of the Property does not equal or exceed the Purchase Price, Buyer may terminate this Agreement by providing written notice to the Seller and providing written proof of the same (for example, this written proof could include, but is not limited to, a copy of appraisal or a signed letter from Lender) via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to refund of the Earnest Money.

**B. Closing Costs and Discount Points.**

1. Seller Expenses. Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters from any and all associations, mortgage holders or other liens affecting the Property; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; and notary fee on deed. Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.

2. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within paragraph 4.E.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees.

3. Title Expenses. Cost of title search or abstract, mortgagee's policy and owner's policy shall be paid as follows: Buyer to be responsible for cost of title search, mortgagee's policy and owner's policy. Buyer to receive benefit of simultaneous issue.

Not all of the above items are applicable to every transaction and may be modified as follows:

\_\_\_\_\_  
Closing Agency for Buyer: \_\_\_\_\_  
Closing Agency for Seller: \_\_\_\_\_  
Title Company: East TN Title Mary Richardson  
or other Closing Agency as mutually agreed by Seller and Buyer.

C. Financial Contingency -- Loan(s) To Be Obtained. This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 95 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In the event Buyer, having acted in good faith and in accordance with the terms below, is unable to obtain financing, Buyer may terminate this Agreement by providing written notice and a copy of Lender's loan denial letter via the Notification form or equivalent written notice. Upon termination, Buyer is entitled to a refund of the Earnest Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (Select the appropriate boxes. Unselected items will not be part of this Agreement):

- Conventional Loan  FHA Loan; attach addendum
- VA Loan; attach addendum  Other \_\_\_\_\_

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

Loan Obligations: The Buyer agrees and/or certifies as follows:



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- (1) Within five (5) days after the Binding Agreement Date, Buyer shall make application for the loan. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report and appraisal via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that
  - a. all required Lender deposits, including appraisal cost and credit report, have been paid as evidenced by supporting documentation (e.g. cancelled check, receipt from Lender, letter from loan originator, etc.); and
  - b. Buyer has available funds to Close per estimates of Lender / loan originator.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

**THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.**

Financing Contingency Waived (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner: preapproval letter (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Failure to Close due to lack of funds shall be considered default by Buyer.

3. Earnest Money. Buyer has paid or will pay within business days after the Binding Agreement Date to East To Title (officer Mary Richardson) (name of Holder) ("Holder") located at \_\_\_\_\_ (address of Holder), an Earnest Money deposit of \$ 1000 by check (OR \_\_\_\_\_) ("Earnest Money").

A. Failure to Receive Earnest Money. In the event Earnest Money is not timely received by Holder or Earnest Money check or other instrument is not honored for any reason by the bank upon which it is drawn Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money. Buyer shall then have one (1) day to deliver Earnest Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.

B. Handling of Earnest Money upon Receipt by Holder. Earnest Money is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money paragraph or as specified in the Special Stipulations paragraph contained at paragraph 18 herein. Holder shall disburse Earnest Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest



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Money paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. Closing, Prorations, Special Assessments and Warranties Transfer.

A. Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the 25 day of July, 2014 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items will not be part of this Agreement):

with delivery of warranty deed and payment of Purchase Price;

OR

on \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm. local time;

Occupancy Agreement Attached.

B. Prorations. Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

C. Special Assessments. Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:

none

D. Warranties Transfer. Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.

E. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees, capital expenditures/contributions incurred due to the transfer of Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

5. Title and Conveyance.

A. Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

(1) zoning;

(2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;

(3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and

(4) leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

(1) accept the Property with the defects OR

(2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Deed. Deed is to be made in the name of Hope Davis and/or Assigns

The manner in which Buyer takes title determines ownership and survivorship rights. It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing.

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217 6. Seller's Property Disclosure. Pursuant to the requirements of the Tennessee Residential Property Condition Disclosure  
218 Act at Tenn. Code Ann. § 66-5-201, et seq. as amended, a Property Condition Disclosure Statement, Exemption, or if  
219 Buyer waives Disclosure, a Disclaimer, has been or will be provided prior to the Binding Agreement Date.

220 7. Lead-Based Paint Disclosure (Select the appropriate box below. Items not selected are not part of this  
221 Agreement).

222  does not apply.  does apply (Property built prior to 1978 - see attached Lead-Based Paint Disclosure).

223 8. Inspections.

224 A. Buyer's Right to Make Inspection(s). All inspections/reports, including but not limited to the home inspection  
225 report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation  
226 Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise  
227 stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third  
228 party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a  
229 licensed Home Inspector. However, nothing in this paragraph shall preclude Buyer from conducting any inspections  
230 on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed)  
231 professional to conduct inspections of particular systems or issues within such professional's expertise or licensure,  
232 including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as  
233 said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause  
234 all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all  
235 inspections and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of himself, his  
236 inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's  
237 obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall  
238 remain enforceable. Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or  
239 finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet  
240 current building codes, unless required to do so by governmental authorities. *In the event Buyer fails to timely  
241 make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any  
242 rights provided under this Paragraph 8, and in such case shall accept the Property in its current condition,  
243 normal wear and tear excepted.*

244 B. Initial Inspections. Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the  
245 Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer  
246 and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the  
247 Property, any reasonably accessible installed components, the operation of the Property's systems, including any  
248 controls normally operated by Seller including the following components: heating systems, cooling systems,  
249 electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior  
250 components, any other site aspects that affect the Property, and environmental issues.

251 C. Wood Destroying Insect Infestation Inspection Report. If desired by Buyer or required by Buyer's Lender, it  
252 shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report  
253 (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.

254 The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan  
255 Addendum if applicable).

256 The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding  
257 none for evidence of active infestation and/or damage.

258 Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or  
259 the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller  
260 agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing.  
261 Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to  
262 Subparagraph 8.D., Buyer's Inspection and Resolution below.

263 D. Buyer's Inspection and Resolution. Within 3 business days after the Binding Agreement Date ("Inspection  
264 Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the  
265 Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as  
266 described below. In said notice Buyer shall either:

267 (1) furnish Seller with a list of written specified objections and immediately terminate this Agreement via the  
268 Notification form or equivalent written notice, provided Buyer has conducted a Home Inspection or other  
269 inspection(s) as allowed herein, and in good faith discovers matters objectionable to Buyer within the scope  
270 of such inspection(s). As additional consideration for Buyer's right to terminate, Buyer shall deliver to  
271 Seller or Seller's representative, upon Seller's request, a copy of all inspection reports. All Earnest Money  
272 shall be returned to Buyer upon termination.

273 OR



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(2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.

OR

(3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner. Seller shall have the right to request any supporting documentation that substantiates any item listed.

a. Resolution Period. Seller and Buyer shall then have a period of 2 days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). *The parties agree to negotiate repairs in good faith during the Resolution Period.* In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money.

E. Waiver of All Inspections. **THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.**

Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Paragraph 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

9. Final Inspection. Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property no later than 7 days prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.

10. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto.

11. Brokerage. As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

12. Default. Should Buyer default hereunder, the Earnest Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees.



- 332 13. **Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the
- 333 appropriate box below. Items not selected are not part of this Agreement).
- 334  **Home Protection Plan.** \_\_\_\_\_ to pay \$ \_\_\_\_\_ for the purchase of a limited home
- 335 protection plan to be funded at Closing. Plan Provider: \_\_\_\_\_
- 336 Ordered by: \_\_\_\_\_ (Real Estate Company)
- 337  **Home Protection Plan waived.**
- 338 14. **Other Provisions.**
- 339 **A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement
- 340 shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and
- 341 assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of
- 342 this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation,
- 343 promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed
- 344 by both Buyer and Seller that any real estate agent working with or representing either party shall not have the
- 345 authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in
- 346 writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The
- 347 parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final
- 348 offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this
- 349 Agreement, or Counter Offer, if applicable.
- 350 **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after
- 351 Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this
- 352 Agreement and shall be fully enforceable thereafter.
- 353 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property
- 354 and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 355 **D. Time of Essence.** Time is of the essence in this Agreement.
- 356 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
- 357 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
- 358 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
- 359 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
- 360 determined by the location of Property. In the event a performance deadline, other than the Closing Date
- 361 (paragraph 4), Date of Possession (paragraph 4), Completion of Repair Deadline (Repair/Replacement Amendment),
- 362 and Offer Expiration Date (paragraph 20), occurs on a Saturday, Sunday or legal holiday, the performance deadline
- 363 shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays
- 364 pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the
- 365 day following the initial date (e.g. Binding Agreement Date).
- 366 **F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or
- 367 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and
- 368 obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or
- 369 erroneous information, the approval of the closing documents by the parties shall constitute their approval of any
- 370 differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they
- 371 will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason
- 372 of mistake, clerical errors or omissions, or the result of erroneous information.
- 373 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
- 374 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission
- 375 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or
- 376 (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of
- 377 notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice
- 378 to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 379 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of
- 380 title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this
- 381 Agreement with a refund of Earnest Money to Buyer.
- 382 **I. Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or
- 383 national origin.
- 384 **J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
- 385 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
- 386 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 387 **K. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any
- 388 party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.





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L. **Other.** In further consideration of Buyer's right to legally, properly and in good faith invoke a right to terminate this Agreement pursuant to any specific Buyer contingency as stated herein, Buyer agrees, upon Seller's request, to provide Seller or Seller's representative with copies of any supporting documentation which supports Buyer's right to exercise said contingency, the sufficiency and adequacy of said additional consideration being acknowledged. Any such supporting documents shall be provided for Seller's benefit only and Seller shall not disseminate the same to third parties. However, Buyer shall not be required to provide any documents to Seller in violation of any confidentiality agreement or copyright protection laws, if applicable.

15. **Buyer's Additional Due Diligence.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Paragraph of this Agreement.

A. **Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.

B. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

C. **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

D. **Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.

16. **Seller's Additional Obligations.** If Seller has any knowledge of an exterior injection well and/or a percolation test or soil absorption rate on the Property, Seller shall be obligated to counter this offer by disclosure of the existence of the above including any tests and reports unless disclosure has already been received and acknowledged in writing by Buyer. Seller shall also disclose in the same manner whether any single family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller. Seller shall also be obligated to counter this offer to disclose if the Property is located in a Planned Unit Development (PUD) as defined pursuant to Tenn. Code Ann. § 66-5-213 unless said disclosure has already been received in writing and acknowledged by Buyer. If the Property is in a PUD, Seller agrees to make available copies of the development's restrictive covenants, homeowner bylaws, and master deed to Buyer upon request.

17. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

18. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

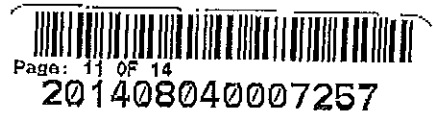
**Preapproval letter from Bank to be presented within 1 business days of binding date**



Page 10 OF 14  
201408040007257



Better copy of the standard wording than attached page.



447 19. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy  
 448 transmittal, or by transmittal of digital signatures as defined by the applicable State or Federal law will be acceptable and  
 449 may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be  
 450 executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as  
 451 defined by the applicable State or Federal law.

452 20. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
 453 countered or accepted by 5 o'clock  am  pm; on the 11 day of July, 2014.

454 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have  
 455 any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is  
 456 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

457 NOTE: Any provisions of this Agreement which are preceded by a box "X" must be marked to be a part of this  
 458 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have  
 459 received a copy of this Agreement.

460 Buyer hereby makes this offer.

461 H. Davis FOR BUYER  
 462 H. Davis FOR BUYER

463 12:15 at 7/11/14 o'clock  am  pm Offer Date  
 464 Offer Date at o'clock  am  pm

465 Seller hereby:

466  ACCEPTS - accepts this offer.

467  COUNTERS - accepts this offer subject to the attached Counter Offer(s).

468  REJECTS this offer and makes no counter offer.

469 Helen Hall Cox SELLER  
 470 Patricia B Saunders SELLER Patricia B Saunders

471 7/13/14 at 2:30 o'clock  am  pm Date  
 472 7/13/14 at 2:30 o'clock  am  pm Date

473 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
 474 the last offeror, or licensee of the offeror, receives notice of offeror's acceptance.

475 Notice of acceptance of the final offer was received on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ am/pm  
 476 by \_\_\_\_\_ (Name).

For Information Purposes Only:

Realty Executives Associates Listing Company  
Christian Merrill Independent Licensee

Realty Executives Associates Selling Company  
Cynthia Conway Independent Licensee

oportal@realtymoves.com Licensee Email  
Licensee Email

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 add 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 is confidential 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.

447 19. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy  
448 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and  
449 may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be  
450 executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as  
451 defined by the applicable State or Federal law.

452 20. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
453 countered or accepted by 5 o'clock  a.m./ p.m.; on the 11 day of July, 2014.

454 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have  
455 any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is  
456 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

457 NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this  
458 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have  
459 received a copy of this Agreement.

460 Buyer hereby makes this offer.  
461 H. Davis POK  
462 BUYER Helen Davis and/or Assistants BUYER  
463 12:15 at 7/11/14 o'clock  a.m./  p.m. Offer Date at \_\_\_\_\_ o'clock  a.m./  p.m.  
464 Offer Date

465 Seller hereby:  
466  ACCEPTS - accepts this offer.  
467  COUNTERS - accepts this offer subject to the attached Counter Offer(s).  
468  REJECTS this offer and makes no counter offer.  
469 Helen Gail Cox Patricia B Saunders  
470 SELLER Helen Gail Cox SELLER Patricia B Saunders  
471 7/13/14 at 2:30 o'clock  a.m./  p.m. Date 7/13/14 at 2:30 o'clock  a.m./  p.m.  
472 Date

473 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
474 the last offeror, or licensee of the offeror, receives notice of offeror's acceptance.

475 Notice of acceptance of the final offer was received on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m./  p.m.  
476 by \_\_\_\_\_ (Name).

For Information Purposes Only:

Realty Executives Associates  
Listing Company

Realty Executives Associates  
Selling Company

Christian Merrill  
Independent Licensee

Cynthia Cormany  
Independent Licensee

Licensee Email

cynthia@realtyexecutives.com  
Licensee Email

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F9 - Purchase and Sale Agreement, Page 9 of 9



Version 02/01/2014

Clearer copy is attached.



Page: 12 OF 14

201408040007257

COUNTER OFFER # 1

This is a Counter Offer from  Seller to Buyer OR  Buyer to Seller. The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 7/12/14 for the purchase of real property commonly known as:

10528 Coward Mill Rd. Address, City, State, Zip

With the following exceptions:

1) Buyer agrees to extend time limit of offer (Item 20) line 952, to 11 AM 7/25/2014

2) Buyer agrees to forfeit \$1000 earnest money if property does not close by 11 AM 7/25/2014

3) Offer Not Contingent on home inspection. Buyer accepts property AS IS.

PH5 #65-1514

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 6 o'clock a.m. or p.m., local time, on the 19 day of July 2014.

Seller/Buyer (Party making counter offer) DATE: Helen, Hwa, Cui 7/13/14; Patricia M. Stevens 7/13/14

The undersigned has received and ACCEPTED this offer. I have COUNTERED this offer with Counter Offer # 2. Since 6 o'clock a.m. on this 12th day of July 2014. Seller/Buyer (Responding Party) Scott Hill

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was provided on the 12th day of July 2014 at 11:00 AM by Helen, Hwa, Cui

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COUNTER OFFER # 1

This is a Counter Offer from  Seller to Buyer OR  Buyer to Seller  
The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 7/11/14 for the purchase of real property commonly known as:

10528 Coward Mills Rd.  
Address, City, State, Zip

With the following exceptions:

1) Buyer agrees to extend time limit of offer (Item 20) line 952, to 6pm 7/14/2014

2) Buyer agrees to forfeit \$1000 earnest money if property does not close by 11 AM, 7/25/2014

3) Offer Not Contingent on home inspection. Buyer accepts property "AS IS".

PHS 4444  
H69-14-14

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 6 o'clock a.m. / p.m., local time, on the 14 day of July 2014.

Helen H. Cox 7/13/14 Seller/Buyer (Party making counter offer) DATE  
Patricia M. Saunders 7/13/14 Seller/Buyer (Party making counter offer) DATE

The undersigned has received and  
 ACCEPTED this offer  
 REJECTED this offer  
 COUNTERED this offer with Counter Offer # 2  
5:00 o'clock a.m. / p.m. this 11 day of 2014  
[Signature] Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was provided on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_

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ASSOCIATES, Inc.



COUNTER OFFER # 2

This is a Counter Offer from  Seller to Buyer OR  Buyer to Seller  
The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 7/11/14 for the purchase of real property commonly known as: 10528 Coward Mill Road

Address, City, State, Zip

With the following exceptions:

1. Buyer agrees to extend time limit of offer (item 20) line 452 to 6 pm 7/14/2014
2. Buyer agrees to forfeit \$1000 earnest money if property does not close by 11 am, 7/31/2014.
3. Offer not contingent on home inspection and buyer accepts property "as is"
4. Closing date to be 7/31/2014

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and signed by all parties.

Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 9 o'clock  am/  pm, local time, on the 15 day of July, 2014.

<u>[Signature]</u> Seller/Buyer (Party making counter offer) DATE <u>7/14/14</u>	<u>[Signature]</u> Seller/Buyer (Party making counter offer) DATE
---	--

The undersigned has received and

ACCEPTED this offer

REJECTED this offer

COUNTERED this offer with Counter Offer # \_\_\_\_\_

\_\_\_\_\_ o'clock  am/  pm; this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Seller/Buyer (Responding Party)

\_\_\_\_\_  
Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was received on the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ time by \_\_\_\_\_ name

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F8 - Counter Offer, Page 1 of 1





COUNTER OFFER # 2

1 This is a Counter Offer from  Seller to Buyer OR  Buyer to Seller  
2 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 7/11/14 for the  
3 purchase of real property commonly known as:  
4 10528 Coward Mill Road  
5 \_\_\_\_\_  
6 Address, City, State, Zip

- 7 With the following exceptions:
- 8 1. Buyer agrees to extend time limit of offer (item 20) line 452 to 6 pm 7/14/2014
  - 9
  - 10 2. Buyer agrees to forfeit \$1000 earnest money if property does not close by 11 am,
  - 11 7/31/2014.
  - 12
  - 13 3. Offer not contingent on home inspection and buyer accepts property "as is"
  - 14
  - 15
  - 16 4. Closing date to be 7/31/2014 *MA*
  - 17
  - 18
  - 19
  - 20
  - 21
  - 22

23 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE  
24 AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED  
25 IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS  
26 RESTATED HEREIN.

27 This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and  
28 signed by all parties.

29 Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at  
30 any time with notice, and the Property may be sold to any other party.

31 Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not  
32 accepted by 9 o'clock  a.m.  p.m., local time, on the 15 day of July, 2014.

33 <u>Accepted 7/14/14</u> 34 Seller/Buyer (Party making counter offer) DATE	Seller/Buyer (Party making counter offer) DATE
---	--

35 The undersigned has received and

36  ACCEPTED this offer

37  REJECTED this offer

38  COUNTERED this offer with Counter Offer # \_\_\_\_\_

39 5:00 o'clock  a.m.  p.m.; this 7-15 day of 2014.

40

41 Melinda C. ... Patricia B. Saunders

42 Seller/Buyer (Responding Party) Seller/Buyer (Responding Party)

43 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
44 the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was  
45 received on the 15 day of July, at 7:00 by Vanessa Coleman  
46 \_\_\_\_\_

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FR - Counter Offer, Page 1 of 1

Instant Forms Version 2/01/2014

fax 457-6895



AMENDMENT TO AGREEMENT
AMENDMENT " 1 "

1 Buyer: Hope Davis and/or Assigns
2 Seller: Helen Gail Cox & Patricia B Saunders
3 Property:

4 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of
5 which is hereby acknowledged, the parties agree to amend that certain Purchase and Sale Agreement with a Binding
6 Agreement Date of 07/15/14 and any incorporated addenda, exhibits or prior amendments (collectively
7 referred to herein as "Agreement") for the purchase and sale of real property specified above as follows:
8 Closing date to be extended to on or before Tuesday, August 5, 2014.

10 Buyer agrees to forfeit \$1000 earnest check in the event closing does not occur by
11 August 5, 2014 5 p.m.

14 Offer not contingent upon home inspection, property is being accepted "as is "

25 This Amendment shall become binding when signed by all parties and shall be incorporated into the Agreement and all other
26 terms and conditions of the Purchase and Sale Agreement shall remain in full force and effect.

27 The party(ies) below have signed and acknowledge receipt of a copy.
28 BUYER Hope Davis and/or Assigns BUYER
29 7/31/14 at 10:00 o'clock am/ pm Date at o'clock am/ pm

32 The party(ies) below have signed and acknowledge receipt of a copy.
33 SELLER Helen Gail Cox SELLER Patricia B Saunders
34 Date at o'clock am/ pm Date at o'clock am/ pm

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# MORTGAGE LOAN COMMITMENT

Applicants: **SCOTT DAVIS**

Lender: **Clayton Bank and Trust  
10216 Kingston pike  
Knoxville, TN 37922**

Property Address: **10526 Coward Mill Road  
Knoxville, TN 37931**

Application No: **davis**

Date Prepared: **07/15/2001**

It is a pleasure to notify you that your application for a first mortgage loan has been approved subject to the following matters set forth below. See Good Faith Estimate of Settlement Charges for any related closing costs.

AMOUNT, TERMS AND FEES			
Amount of Loan: \$	260,000	Contract Interest Rate:	6.000 %
Terms/Due In:	240/240	LTV:	86.667 %
		Commitment Expires:	08/15/2014
		CLTV:	86.667 %

### REPAYMENT TERMS

Monthly principal and interest payments

### EVIDENCE OF TITLE

The following Evidence of Title is to be provided to the Lender and must indicate no liens, encumbrances, or any adverse covenants or conditions to title unless approved by Lender. The Evidence of Title must be issued from a firm or source, and in a form, acceptable to Lender.

Borrower will be charged for the cost of providing such title and the cost of recording documents, all of which will be ordered by Lender unless requested otherwise.

### ADDITIONAL REQUIRED ITEMS OR CONDITIONS

*CLEAR TITLE*

---

*RESPONSIBILITY TO BORROWER*

---

### SEE NEXT PAGE INSTRUCTIONS

The Continuation of Commitment Conditions is made a part of this Commitment. Please sign and return Lender's COPY of this Commitment, along with any required fee and items requested, to the lender at the:  above address  following address, within \_\_\_\_\_ days of date hereof, or at the option of Lender, this commitment shall become null and void.

I (WE) hereby accept the terms and Conditions of this Commitment.

COMMITMENT ISSUED BY: *Clayton Bank* ADDRESS:

*[Signature]* *[Signature]* *7/18/01*  
 Authorized Signature Date

Applicant **SCOTT DAVIS** Date \_\_\_\_\_ Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Applicant \_\_\_\_\_ Date \_\_\_\_\_

EAGLE BEND REALTY, LLC  
OPERATING ACCOUNT

P.O. BOX 31018  
KNOXVILLE, TN 37939

9679

87-516842

DATE *Oct 16, 2013*

PAY  
TO THE  
ORDER OF

*Eagle Bend Title*  
*One Thousand*

\$ *1,000*

DOLLARS



BRANCH BANKING AND TRUST COMPANY  
1201 EAST BENTLEY WAY  
KNOXVILLE, TN 37912

FOR *Eagle Bend Title*

*[Signature]*

⑆0575000100000591802⑈000010005450⑈

*Coward Mill  
(E. TN Title Holding)*

### EARNEST MONEY DISBURSEMENT AND MUTUAL RELEASE OF PURCHASE AND SALE AGREEMENT

1 Buyer: Hope Davis for Assigns  
 2 Seller: Paul Cox + Patricia Saunders  
 3 Property: 10528 Coward Mill Rd  
 4 Earnest Money Amount: \$1000 (\$ 1000)  
 5 Holder of Earnest Money: Realty Executives

6 Buyer(s) shall release Seller(s) from all terms of a certain Purchase and Sale Agreement, with a Binding Agreement Date of  
 7 2/15/14 ("Agreement"); and said Seller(s) agree to release Buyer(s) from all terms of the  
 8 Agreement. Further, both Seller(s) and Buyer(s) do hereby agree to the cancellation and termination of said Agreement and  
 9 that in consideration of mutual promises and conditions herein contained, the receipt and sufficiency of which is hereby  
 10 acknowledged, Buyer(s), Seller(s) and Broker(s) (including all Licensees connected herewith) do hereby jointly and severally  
 11 release one another from all claims of every kind and character arising from or connected with the foregoing Agreement on  
 12 the above Property. If applicable, Buyer(s) have provided Seller(s) with any requested documentation which supports  
 13 Buyer's right to terminate pursuant to any specific Buyer's contingency contained within the Agreement. This Release shall  
 14 be binding upon and shall be effective for the benefit of any successors, heirs, and/or assigns of all parties.

15 EARNEST MONEY IS BEING DISBURSED AS FOLLOWS ("Check any that apply"):

- 16  1. Forfeited by Buyer(s) and paid to Seller(s) as defined in the Purchase and Sale Agreement.
- 17  2. Returned to Buyer(s) for the following reason(s):
  - 18  a. unable to obtain financing as per Purchase and Sale Agreement - Lender's loan denial letter attached.
  - 19  b. did not remove contingency upon notice of second acceptable Purchase and Sale Agreement pursuant to the
  - 20 Seller's Right to Continue to Market Property Addendum.
  - 21  c. Seller unable to provide good title.
  - 22  d. Purchase and Sale Agreement contingency pertaining to \_\_\_\_\_ was not satisfied.
  - 23  e. inspection contingencies.
  - 24  f. other: did not close on contract closing date

25  3. Split between the parties in the following manner:

26 Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
 27 Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
 28 Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
 29 Name: \_\_\_\_\_ Amount: \$ \_\_\_\_\_



30  4. Other: \_\_\_\_\_  
31 \_\_\_\_\_

32 LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions  
33 about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to  
34 give you any advice about the advisability or legal effect of its provisions. By signing this document, you are certifying that  
35 you have read and accept these terms and acknowledge receipt of a copy of this Release.

36 This Release shall become binding when signed by all parties.

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

38	_____		_____
39	BUYER		BUYER
40	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm		_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
41	Date		Date
42	_____		_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
43	Managing Broker - Selling Firm		Date
44			

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

46	<u>Wells Fargo Co</u>		<u>Patricia M. Saunders</u>
47	SELLER		SELLER
48	<u>8/1/14</u> at <u>10 30</u> o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm		<u>8/1/14</u> at <u>10 30</u> o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm
49	Date		Date
50	_____		_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
51	Managing Broker - Listing Firm		Date

52 DISBURSEMENT AUTHORIZED BY HOLDER: \_\_\_\_\_  
53 Holder Signature  
54 DATE: \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm.

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**CHRISTIAN A. MERRILL**  
M.B.A., ABR, CRS, e-PRO, RCS-D, REALTOR®  
10255 Kingston Pike \* Knoxville, TN 37922  
Cell (865) 414-6884  
Office (865) 693-3232 \* e-Fax (865) 244-3657  
Christian@christianmerrill.com \* www.christianmerrill.com  
*"25+ years of Real Estate experience to work for you today!"*

January 14<sup>th</sup>, 2014

Dear Gail and Patty,

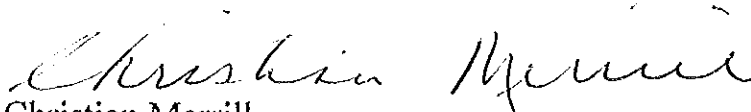
Here is the schedule:

1. February 24 the appeal will be discussed at MPC meeting. They will say Yea or nay
2. April 10 It is presented at the county commission if MPC decides Yea. The county commission will need sector plan amendment
3. May 27 back at MPC for final approval
4. June 27 end of the 30 appeal period.....
5. June 30.... Close on or before June 30<sup>th</sup>

You would want to be present at the 5:00 pm meeting on Monday, February 24.

Let's keep in touch.

See attached.

  
Christian Merrill



member of **REALTHY EXECUTIVES**® national realty service  
Each office independently owned & operated.

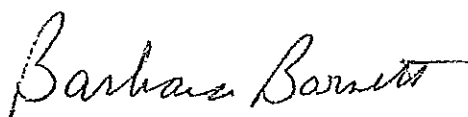
May 17, 2013

To Whom It May Concern:

This is to inform you that Hope Davis has funds available for up to \$350,000 in a checking account with us.

Any further questions please feel free to call me at 865-539-5645.

Sincerely,



Barbara Barnett  
Relationship Banker

Cynthia,

It is with tremendous regret and remorse that I write you this letter. It has always been and continues to be my intent to purchase the Coward Mill Road property with cash. Unfortunately, I was to have closed in February on a piece of property I am selling. I intended to use the proceeds from the sale to purchase the Coward Mill property. I should have made the purchase of the Coward Mill property contingent upon the sale of my property. I was assured financing was in place. That buyer has been unable to secure financing to date and is still working to secure financing.

When it became evident that closing was not going to take place, I began the process of securing financing for the Coward Mill property. I am working with Clayton Bank for financing. It is my understanding from Clayton, the process will take at least 30 more days to process. I am reasonably confident I can secure the financing I need but I will need time for Clayton to get appraisals back etc.

I realize and understand the family desperately needs the Coward Mill property to close for both psychological and financial reasons. I understand if they are unwilling to grant a 30 day extension. I know you have worked extremely hard on this and I am sincerely and truly grateful for the family's patience. I appreciate the opportunity to work with you and the family.

Unfortunately, without financing from Clayton or the sale of my property, I am unable to close on the Coward Mill property.

I look forward to your reply.

Sincerely,

Scott Davis

**Mike Lewis Agency**  
9044 Middlebrook Pike, Knoxville, TN 37923  
Bus 865 694 9118 Fax 865 694 0150  
mike@mikelewisagency.com



*Please call  
me to discuss  
Mirvia*

Prepared by:  
Myron C. Ely, Attorney  
8930 Cross Park Drive  
Knoxville, Tn. 37923

STEVE HALL  
REGISTER OF DEEDS  
KNOX COUNTY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, **Hope D. Davis**, of Knox County, Tennessee, have made, constituted and appointed and by these presents to hereby constitute and appoint **Scott W. Davis**, of Knox County, Tennessee, my true and lawful Attorney-in-Fact for me and in my name, place and stead to execute any and all deeds, papers, notes, contracts, checks, loan documents, deposits, withdrawals and all other legal documentation where my signature may be required and to sell, convey, transfer, encumber, pledge, disburse funds, and dispose of as he sees fit of any personal or real property which is presently held in my name or hereafter acquired by me and to execute and perform any and all act or acts, thing or things, in law needful and necessary to be done in and about the premises as fully and completely and amply to all intents and purposes whatsoever as I might or could do if acting in person, and do hereby ratify and confirm any all lawful acts whatsoever done by my Attorney-in-Fact, Scott W. Davis, in virtue hereof.

The rights, powers and authority of said attorney shall begin upon the execution hereof and shall remain in full force and effect until cancelled or revoked in writing by me; provided, however, that this Power of Attorney shall not in any way terminate even though I may be suffering from a physical or mental debility.


In Witness Whereof, I have hereunto executed this instrument this 7 day of December 2005.

  
\_\_\_\_\_  
Hope D. Davis

STATE OF TENNESSEE )  
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared, HOPE D. DAVIS, to me known (or proved to me on the basis of satisfactory evidence) to be the person/persons described in and who executed the foregoing instrument and acknowledged, upon oath, that he/she/they executed the same as his/her/their free act and deed.

WITNESS my hand and seal at office in said County this 7 day of December 2005.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ My commission expires Oct. 11, 2008



Instr: 200512090050865 Page: 1 OF 1  
REC'D FOR REC 12/09/2005 2:39:12PM  
RECORD FEE: \$12.00  
M. TAX: \$0.00 T. TAX: \$0.00





TO WHOM IT MAY CONCERN,

1. SCOTT DAVIS TRYING TO SELL OUR HOUSE  
10528 COLWARD MILL RD. WE HAD NO KNOWLEDGE  
UNTIL 7-31-14. GAVE CODE TO REALTOR BOX SO PEOPLE  
COULD GAIN ACCESS TO KEY. FOUND UNSCRATCHED. ANYONE  
COULD GO IN. HE GAVE PERMISSION TO CUT OFF BREAKER BOX  
SO THEY COULD GO IN ATTIC AND CRAWL SPACE. FOUND  
DOOR/STANDING OPEN 3 TIMES (GARAGE TO KITCHEN.)  
FOUND LIVING ROOM DOOR TO OUTSIDE UNLOCKED 7-31-14  
IT WAS LOCKED 7-29-14. I HAD CHECKED. I HAVE  
ATTACHED E-MAILS STATING ALL OF THIS.
2. OUR PARENTS HAD ARRANGEMENT ON HAY. THIS CARRIED ON  
TO US. 6-28-14 WE FOUND HAY DOWN IN FIELD. MAN  
CAME WHILE WE WERE THERE TO ROLL IT. (DID NOT KNOW HIM.)  
HE SAID SCOTT DAVIS GAVE PERMISSION. HE CALLED MR. ARNOLD.  
WE WORKED IT OUT 16.00 ROLL, SO IT WOULD NOT LAY IN FIELD  
AND ROT. RUINS FIELD. CONTACTED REALTOR HE STATED  
IT WAS IMMORAL WHAT SCOTT DAVIS DID.
3. 7-1-14 (OUT OF CONTRACT) SCOTT DAVIS HAD FENCE MOVED  
DOWN WITH MACHINE. THE MAN BROUGHT EQUIPMENT  
INTO OUR FIELD TO DO THIS. MR. & MRS. ARNOLD WAS IN  
FIELD TRYING TO GET HAY UP, BARB WIRE, STAPLES,  
STEEL & WOODEN POST FLYING EVERYWHERE. ALL THIS  
IS NOW CHOPPED UP AND SCATTERED IN FIELD. THAT  
AREA CAN NOT BE USED FOR HAY. PLUS PRICE OF FENCE.  
FENCE WAS THERE WHEN GRAND PARENTS BOUGHT  
PROPERTY IN 1958. A WEEK LATER SURVEY STAKE  
WAS THERE MARKING WHERE HE WAS PUTTING ROAD.  
TELEPHONE LINES & TELEPHONE BOX CUT ALSO 7-1-14.

Nelox. Gail Cox  
9-8-2014

Patricia B Saunders  
By H6C 9-9-14

From: Scott Davis <swd444@gmail.com>  
Subject: **Coward Mill Road House**  
Date: June 10, 2014 2:32:39 PM EDT  
To: Betty Arnold <agranpop@att.net>  
Reply-To: swd444@gmail.com  
▶ 1 Attachment, 1.9 MB

Mr. Arnold,

Please find attached layouts for the Coward Mill home. As you may be aware, the home is 3 bedrooms, 1 bath and approximately 1,800 square feet. The lot layout on the attached shows the house sitting on approximately 3/4 of an acre of land. There is 100 feet of land between the back porch and the back of the lot.

I am trying to find out about the well and the HVAC.

I have priced the house with 3/4 of an acre for \$135,000.

If you want to go back into the house, the code on the door lock is 8888. Open the little lock hanging from the door knob and a key for the door to the garage should be inside.

Please let me know if you have any questions.

Sincerely,

Scott Davis  
865-806-8008



Coward Mill ....pdf (1.9 MB)

806-8008

On Tue, Jun 10, 2014 at 10:17 PM, Betty Arnold <agranpop@att.net> wrote:

Mr. Davis,

Thank you for the information and drawings. It was very helpful.

I do have a few questions;

1. Could I see a layout of the other lots around this house?

2. What are the set-backs and zoning restrictions for this subdivision?

3. How much were the average water and heating bills for the house?

4. Do you have any information on the well? I think that it is disconnected from the house. Does the pump work?

5. Do you know where the septic tank and drain field are located? Will this house be able to keep the existing septic system with a  $\frac{3}{4}$  of an acre lot? I have heard that Knox County requires one acre for a house with its own septic system.

6. May I have the house professionally inspected for termites, for electric code compliance, roof quality, etc.

7. The water to the "water heater" is turned off; is it in working order?

2. Will one builder build all the houses?
3. Do you know about how long it will take to build the houses?
4. Can I buy a lot without having a house built on it?
5. What would be the cost of this additional lot? (I would like to know cost of the lot behind the house and the first lot beside the house.)

Thanks,

Jones Arnold

On Jun 24, 2014, at 3:59 PM, Scott Davis wrote:

I hope you all are doing well.

Please let me know if you have additional questions.

Scott Davis  
865-806-8008

On Fri, Jun 20, 2014 at 7:56 AM, Scott Davis <swd444@gmail.com> wrote:  
Very sorry for the delay getting back to you all.

Please find the attached layout. This is a very rough layout but typical of what it could look like.

1. Layout attached
2. Minimum set backs for planned residential are 20 ' front, 5 ' side, 15' rear and 35' peripheral
3. I am still working on the average utility bills. The house has been vacant for a while and I am attempting to get bill from when it was occupied.
4. The well is disconnected and they were not sure if it was functional. The house is hooked up to city water.
5. The existing drain field does appear to be behind the home. It can remain. The Knox Count requirement for drain fields applies to new drain fields. In addition, the home can be hooked up to City sewer through the new subdivision.
6. Yes sir, you can have the house inspected. I want you all to be comfortable with everything.
7. I was assured the water heater is working. If not, we will replace it for you.

Thank you.

Scott Davis

Thanks,

Jones Arnold

On Jul 2, 2014, at 4:32 PM, Scott Davis wrote:

I hope you are doing well.

Is there anything you need from me regarding the Coward Mill house?

Have a nice 4th.

Scott

On Wednesday (June 25, 2014) Scott Davis <[swd444@gmail.com](mailto:swd444@gmail.com)> wrote:  
Good morning.

1. The houses should be in the \$225,000-\$275,000 price range.
2. One builder will most likely build all of the houses.
3. Generally, on a subdivision with 20-25 lots it will take approximately 18-24 months to build out.
4. Yes, you can buy a lot without building a house on the lot.
5. The lots will be priced in the \$42,000-\$46,000 range. If you are interested in these lots, I could probably work something out with you all. You could hold onto the lots for future use or build on the lots if you desired.

Please let me know if you have additional questions.

Thank you.

Scott  
806-8008

On Wed, Jun 25, 2014 at 12:00 AM, Betty Arnold <[agranpop@att.net](mailto:agranpop@att.net)> wrote:

Scott Davis,

Hope you are well also.

I do have other questions.

1. What price houses will be built on these lots?

From: Scott Davis <swd444@gmail.com>  
Subject: **Re: Coward Mill Road House**  
Date: July 29, 2014 12:02:40 PM EDT  
To: Betty Arnold <agranpop@att.net>  
Reply-To: swd444@gmail.com

I hope you all are doing well. Following up regarding the home on Coward Mill to see if you all had additional questions.

Thank you.

Scott Davis  
806-8008

On Wednesday, July 23, 2014, Scott Davis <swd444@gmail.com> wrote:  
I hope you all are doing well.

Very sorry for the delay getting back.

I spoke with Karen in the LCUB office who gave me the utility bill information for 10528 Coward Mill. During the time the Butlers lived in the home and since 2011, the highest electric bill was \$219.55 and the lowest was \$47.60. The bills averaged approximately \$110 per month.

Please let me know if you have additional questions.

Sincerely,

Scott Davis  
806-8008

*No CONTACT*

On Sat, Jul 12, 2014 at 3:14 PM, Betty Arnold <agranpop@att.net> wrote:

Scott,

Hope you are well also.

1. I will need permission to turn off the main circuit breaker so that I may go under the house and in the attic more safely.
2. Also, do you know if this house has any drain field and septic tank problems?
3. Did you fine out anything about average utility bills?
4. Is there a key to the "outside" garage?

# GENTRY, TIPTON & McLEMORE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

RIVERVIEW TOWER, SUITE 2300

900 SOUTH GAY STREET

KNOXVILLE, TENNESSEE 37902

MACK A. GENTRY\*  
JAMES S. TIPTON, JR.  
W. MORRIS KIZER\*\*  
TIMOTHY H. McLEMORE  
MAURICE K. QUINN  
BRADLEY H. HODGE  
E. JEROME MELSON\*  
DANNY P. DYER\*\*\*  
TERESA M. KLENK  
JOHN G. BROCK  
BRIAN D. BLIND  
TYLER C. HUSKEY  
JOEL D. ROETTGER\*\*  
GREG D. MEADOWS  
MEG P. BROWN\*\*\*\*  
MAHOGANY P. JENKINS  
JOHN H. KIZER  
\*ALSO ADMITTED IN COLORADO  
\*\*SUPREME COURT RULE 31 NEGOTIATOR  
\*CERTIFIED CIVIL TRIAL SPECIALIST  
\*\*\*ALSO ADMITTED IN KENTUCKY  
\*\*CERTIFIED ESTATE PLANNING SPECIALIST  
\*\*\*\*ALSO ADMITTED IN NEW YORK

MAILING ADDRESS:  
POST OFFICE BOX 1990  
KNOXVILLE, TENNESSEE 37901

TELEPHONE (865) 525-5300  
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E-MAIL: LAWYERS@TENNLA.W.COM  
WWW.TENNLA.W.COM

BEVIER COUNTY OFFICE:  
2430 TEASTER LANE, SUITE 210  
PIGEON FORGE, TENNESSEE 37863

August 13, 2014

## HAND DELIVERED

Lewis S. Howard, Jr., Esq.  
Howard & Howard, P.C.  
4820 Old Kingston Pike  
Knoxville, Tennessee 37919

Re: 10528 Coward Mill Road

Dear Lewis:

We have been contacted by Jones B. Arnold and Betty M. Arnold, who are buyers under a real estate purchase agreement with Gail Cox and Patty Saunders, the current owners of property located at 10528 Coward Mill Road (the "Property"). We understand that Scott Davis, on behalf of Hope Davis, previously entered into two contracts to purchase the Property and that you are representing Scott Davis in connection with this matter.

We are advised that Mr. Davis allowed the two contracts to expire without closing the purchase of the Property. Our clients attempted to close their contract after Mr. Davis' second contract recently expired but were prevented from doing so because of an "Affidavit" Mr. Davis recorded, a copy of which is enclosed. When I first received a copy of this document, I contacted attorney Brandt Davis, who is listed on the Affidavit as the Preparer, and he indicated he had no knowledge of the document. In any event, the statement of Mr. Scott Davis that he continued to hold a valid purchase agreement for the Property as of August 4, 2014 is not supported by the facts, or even documents attached to his Affidavit.

Although the purchase agreement was extended multiple times for Mr. Davis' benefit, it expired on July 31, 2014. Mr. Davis acknowledged that the contract expired in an email he sent on Friday, August 1, 2014, a copy of which is enclosed, in which he stated that "... the contract

Lewis S. Howard, Jr., Esq.  
August 13, 2014  
Page 2

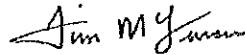
to purchase the property located at 10528 Coward Mill is null and void." Therefore, it appears that the Affidavit, ostensibly made under oath, contains a false statement.

Mr. Davis has no right or claim to the Property and his recording of the "Affidavit" constitutes interference with our clients' contract, as well as slander of the title of the owners. Demand is hereby made for the immediate release of the Affidavit and for the taking of whatever other action is required to remove the cloud on the title caused by Mr. Davis.

Please let me know by noon on Friday, August 15, 2014, that Mr. Davis will agree to execute an instrument, in recordable form, retracting the Affidavit and acknowledging that his right (and that of Hope Davis) to purchase the Property expired on July 31, 2014.

Please call me if we need to discuss. Thank you very much.

Very truly yours,



Timothy M. McLemore

MM:ebw

Enclosures



This Instrument Prepared By:  
Brandt W. Davis, Attorney at Law  
1707 Cove Creek Lane  
Knoxville, TN 37919

*Sherry Witt*  
Register of Deeds  
Knox County

#0503792-C nh

AFFIDAVIT

I, Scott Davis, after being duly sworn, state that I am over the age of eighteen (18) and competent to testify to the following:

That I signed a PURCHASE AND SALE AGREEMENT dated the 11<sup>th</sup> day of July, 2014 and subsequent Extension dated the 14<sup>th</sup> day of July, 2014 as well as the subsequent Extension dated the 31<sup>st</sup> day of July, 2014 as legal Power of Attorney for and on behalf of Hope Davis to purchase property located at 10528 Coward Mill Road, Knoxville, Tennessee, 37912. *201109280016933*

That I was ready, willing and able to purchase and close on said property on August 1<sup>st</sup>, 2014. That I have and hold an enforceable PURCHASE AND SALE AGREEMENT to purchase said property.

That I make this statement to notify the Seller, Seller's agent and/or other interested parties desiring to purchase said property that I hold and maintain an enforceable contract to purchase said property.

Further, Affiant saith not.

*[Handwritten Signature]*  
\_\_\_\_\_  
Scott Davis

STATE OF TENNESSEE  
COUNTY OF KNOX


Before me, the undersigned, a Notary Public, of the State and County aforesaid, personally appeared, Scott Davis, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument and acknowledged that the same was voluntarily executed for the purposes therein.

*4\** Witness my hand and official seal at my office in Knoxville, Knox County, Tennessee, this day of August, 2014.



My Commission Expires: June 6, 2017

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

  
Knox County Page: 1 of 14  
REC'D FOR REC 08/04/2014 2:56:02PM  
RECORD FEE: \$72.00  
H. TAX: \$0.00 T. TAX: \$0.00  
**201408040007257**

**From:** Scott Davis <swd444@gmail.com>  
**To:** Cynthia Comany <cynthia@realyexecutives.com>; Christian Merrill <knoxhomes@aol.com>; Jack Cornett <jack.cornett@claytonbank.com>; Mary Richesin <Mary@eastntitle.com>  
**Subject:** Coward Mill Closing  
**Date:** Fri, Aug 1, 2014 9:50 am

---

Cynthia,

Per our conversation this morning, please accept this as notice that the contract to purchase the property located at 10528 Coward Mill is null and void. I will authorize East Tennessee Title to release the earnest money this afternoon.

Thank you.

Scott Davis

This instrument prepared by:  
Brandt W. Davis, Attorney  
1707 Cove Creek Lane  
Knoxville TN 37919

Sherry Witt  
Register of Deeds  
Knox County

NOTICE OF LIEN CLAIM

CLAIMANT: Scott Davis  
P O Box 11315  
Knoxville TN 37939

OWNER: Estate of Carl F. Butler, Helen Gail Cox & Patricia B. Saunders  
10528 Coward Mill Road  
Knoxville, TN 37932

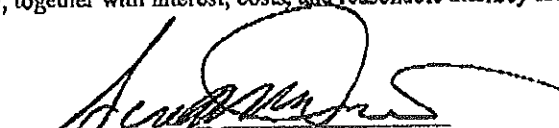
PROPERTY: 10528 Coward Mill Road, CLT Map 103, Parcel 93  
Knoxville TN 37932

Scott Davis, claims he is due a sum of \$11,250 as of this date for improvements of record for the property described above, all of record in the Metropolitan Planning Commission of Knox County, Tennessee, and the claimant asserts a lien as provided on the following property, to wit:

SITUATED in Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee being known as CLT Map 103, Parcel 93 and recorded as Instrument #201109280016933 to which map specific reference is hereby made for a more particular description.

Scott Davis, has a lien on the property as set forth to secure payment for improvements to said property, together with interest, costs, and reasonable attorney fees.

By:

  
Scott Davis

STATE OF TENNESSEE)

COUNTY OF KNOX )


Personally appeared before me, SCOTT DAVIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is authorized to execute this instrument.

WITNESS my hand and seal at office in said County, this 5th day of August 2014.



  
Notary Public

Commission Expires: 08.29.2015

  
Knox County Page: 1 of 1  
REC'D FOR REC 08/05/2014 2:40:59PM  
RECORD FEE: \$12.00  
M. TAX: \$0.00 T. TAX: \$0.00  
201408050007540

**From:** steve fogarty <stevefogarty@realtyexecutives.com>  
**To:** christian <christian@christianmerrill.com>  
**Subject:** Fwd: Amendment 1 re Friday closing date  
**Date:** Tue, Aug 5, 2014 12:58 pm  
**Attachments:** Amend\_1\_closing\_aug\_5.pdf (212K)

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----- Forwarded message -----

**From:** Scott Davis <swd444@gmail.com>  
**Date:** Mon, Aug 4, 2014 at 6:54 PM  
**Subject:** Fwd: Amendment 1 re Friday closing date  
**To:** steve fogarty <stevefogarty@realtyexecutives.com>

----- Forwarded message -----

SCOTT DAVIS  
REALTOR

**From:** Cynthia Cormany <Cynthia@cynthiayouragent.com>  
**Date:** Wednesday, July 30, 2014  
**Subject:** Amendment 1 re Friday closing date  
**To:** SWD444@gmail.com

Amendment 1 is attached addressing the new closing date of Friday. Lender is assuring us that we will close on Friday. Does everyone want to keep the same time schedules? Buyer at 2, Sellers at 4:30? Made closing on or BEFORE Tues, Aug 5 only as a precaution. Again the lender is confident about closing on Friday, Please sign and return as soon as possible, before 10 am tomorrow.

Please confirm that you have received this email and no problems with the amendment.

Cordially,

**Cynthia Handy Cormany**

Cynthia Cormany a REALTOR

Realty Executives Associates

Master Executive™

865-696-7565 / Cynthia@CynthiaMyRealtor.com

www.CynthiaMyRealtor.com

From: steve fogarty <stevefogarty@realtyexecutives.com>  
 To: christian <christian@christianmerrill.com>  
 Subject: Fwd: Coward Mill Closing  
 Date: Tue, Aug 5, 2014 12:57 pm

---

----- Forwarded message -----

From: **Scott Davis** <swd444@gmail.com>  
 Date: Mon, Aug 4, 2014 at 6:25 PM  
 Subject: Coward Mill Closing  
 To: steve fogarty <stevefogarty@realtyexecutives.com>

Steve, *33 raker*

Thank you for your time.

As per the email below, I was told the sellers did not want to go back under contract due to the appraisal delay getting back to Clayton. Prior to allowing this to close with another buyer, I strongly encourage you to call Mary at East Tennessee Title and Jack Cornett with Clayton Bank who can both attest to my ability, and willingness to close last Friday. I was told Friday morning the buyers would not sign.

As we discussed, I was informed Christian advised Cynthia not to contact the sellers to let them know I was ready to close and was signing documents at 1:00.

Christian has a 10% commission (\$32,900) riding on this and there could possibly be a financial motive on his behalf for the closing not to go through on Friday. If we closed on Friday, I assume he would have to split his commission.

I have a considerable amount of time and money tied up here with zoning, concept plans etc.

Thank you again for your time and attention to this urgent matter .

Sincerely ,

Scott Davis

----- Forwarded message -----

From: **Cynthia Cormany** <Cynthia@cynthiayouragent.com>  
 Date: Friday, August 1, 2014  
 Subject: Coward Mill Closing  
 To: swd444@gmail.com, Cynthia Cormany <cynthia@realtyexecutives.com>, Christian Merrill <knoxhomes@aol.com>, Jack Cornett <jack.cornett@claytonbank.com>, Mary Richesin <Mary@eastntitle.com>

Scott,

Please find attached the earnest release form that needs your signature. Also Russell's should be forwarding their invoice for the termite inspection.

It is unfortunate that after the all the time, work and money everyone did on this transaction and the patience and persistence, that at the last hour the seller and buyer could not come together. Given how

From: steve fogarty <stevefogarty@realtyexecutives.com>  
To: christian <christian@christianmerrill.com>  
Subject: Fwd: Coward Mill  
Date: Tue, Aug 5, 2014 12:59 pm

----- Forwarded message -----

From: **Scott Davis** <swd444@gmail.com>  
Date: Mon, Aug 4, 2014 at 7:41 PM  
Subject: Coward Mill  
To: steve fogarty <stevefogarty@realtyexecutives.com>

Steve,

Please remember, the appraisal was given to Clayton Bank on Thursday. Technically, we could have closed on Thursday in accordance with the contract. I, nor Clayton nor the sellers aggressively pursued the Thursday closing due to the fact that I was sent an extension initiated by Realty Executives. The extension makes the presumption and is acknowledgment that everything was ok and we were good to close on Friday. I signed and forwarded the extension to Realty Executives.

There is more than sufficient evidence to make a very strong case for contractual interference on behalf of Realty Executives' agent.

Again, I strongly encourage you to make sure the Sellers, Buyers and the title company are fully aware there is a cloud on the title and I have filed an affidavit with the Register of Deeds office along with our Purchase Agreement.

A law suit and a lien lis pendens will be filed as well.

Again, I am willing, ready and able to close on the property.

Thank you.

Scott Davis

I (GAIL COX) WAS GETTING READY TO GO TO CLOSING ~~AT~~ <sup>SCHEDULED</sup>  
AT EAST TN. TITLE AT 4:30 P.M. WHEN I WAS NOTIFIED  
BY SISTER THAT IT HAD BEEN CANCELLED. CHRISTAIN OUR  
REALTOR HAD CONTACTED HER.  
THE FACT THAT WE HAD PUT \$1,000.00 ~~DEPOSIT~~ <sup>PENALTY</sup> IN  
CONTRACT IS ~~PROOF~~ <sup>PROOF</sup> WE WERE AGGRESSIVELY PURSUING  
CLOSING ON PROPERTY.

Nelen Gail Cox  
9-9-14

Patricia B Scarcher  
BY HGC  
9-9-14

From: steve fogarty <stevefogarty@realtyexecutives.com>  
To: christian <christian@christianmerrill.com>  
Subject: Fwd: Coward Mill  
Date: Thu, Aug 7, 2014 11:39 am

RESENT SAME LETTER  
8-7-14

----- Forwarded message -----

From: **Scott Davis** <swd444@gmail.com>  
Date: Thu, Aug 7, 2014 at 11:35 AM  
Subject: Coward Mill  
To: steve fogarty <stevefogarty@realtyexecutives.com>

Steve,

Please remember, the appraisal was given to Clayton on Thursday. Technically, we could have closed on Thursday in accordance with the contract. I, nor Clayton nor the sellers aggressively pursued a Thursday closing due to the fact that I was sent an extension initiated by Realty Executives. The extension is the acknowledgment that everything was ok and we were good to close on Friday. I signed and forwarded the extension to Realty Executives.

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Thank you.

Scott Davis