

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on May 22, 2010.

BETWEEN:

GARY W. ROSE AND SHEILA ROSE, HUSBAND AND WIFE

105 McCormick Ln.
Crossville, TN 38571
931-707-1407
garyrose55555@gmail.com

(the "Seller")

AND

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

(the "Purchaser").

1. **AGREEMENT TO PURCHASE:** The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on **Exhibit A** hereto, together with all buildings, improvements and appurtenances thereon, on the following terms and conditions.

2. **PURCHASE PRICE:** The purchase price of the Property will be _____

_____ DOLLARS (\$) (the "Purchase Price"). The Purchase Price shall be paid as follows:

3. (a) **Deposit:** Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Paramount Title Services, LLC (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 10% of the Purchase Price, in the amount of

DOLLARS (\$ _____). **The Deposit shall be non-refundable except as provided in Sections 9 and 11 of this Agreement.**

(b) **Balance of Purchase Price:** The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.

THE PURCHASER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATIONS UNDER THIS AGREEMENT ARE NOT CONTINGENT OR CONDITIONED UPON THE PURCHASER OBTAINING FINANCING FROM ANY LENDER.

4. **CLOSING:** The closing (the "Closing") of the purchase shall occur no later than 4:00 pm, local time, on June 22, 2010 (the "Closing Date") or such later date as may be mutually agreed in writing. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.
5. **POSSESSION:** Possession of the Property will be given at Closing.
6. **CLOSING COSTS:**
 - (a) **Seller:** Seller will pay for half of the escrow and closing fees, the cost of preparation of the warranty deed, premiums payable for the owner's policy of title insurance, and its attorney's fees.
 - (b) **Purchaser:** Purchaser will pay for half of the escrow and closing fees, the costs of recording the warranty deed and transfer taxes associated therewith, and its attorney's fees.
7. **PRORATIONS / TAXES:** Seller's hazard insurance will be cancelled and Purchaser will obtain a new policy as of the date of Closing. Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and the Purchaser and Seller will adjust the prorations in cash within 30 days of the time the actual assessment and taxes are known. The Seller will promptly notify the Purchaser of all notices of proposed or final tax valuations and assessments that the Seller receives after Closing.
8. **TITLE:** Seller will provide Purchaser with an owner's policy of title insurance through a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to (a) all standard exclusions and printed exceptions set forth in the Title Commitment, (b) liens for taxes not yet due and payable, (c) easements for public utilities affecting the Property; (d) all other easements or claims to

easements, covenants, restrictions and rights-of-way affecting the Property, (e) rights and claims of parties in possession and (f) all permitted title exceptions referenced in the Title Commitment. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.

9. **RISK / DAMAGE TO PROPERTY:** Seller will bear risk of hazard loss to the date of delivery of the warranty deed. The Seller shall maintain the Property, from and after the date of execution of this Agreement to and including the Closing Date, in the same condition as exists on the date of execution hereof, reasonable wear excepted. In the event the Property is significantly damaged, in the opinion of the Seller, prior to the Closing Date by fire, wind, flood or other casualty, the Seller shall have the option to restore the Property to its pre-casualty position or to cancel this Agreement and return the Deposit to the Purchaser as a complete and final settlement to the Purchaser of all of the Seller's obligations hereunder. Should Seller elect to restore the Property to its pre-casualty condition, the Seller shall so notify the Purchaser and thereafter shall have 120 days to complete such restoration, with the Closing Date postponed to the date which is 10 days following the date of completion of such restoration, as notified by the Seller to the Purchaser.
10. **CONDITION OF THE PROPERTY:** THE PURCHASER SHALL ACCEPT THE PROPERTY IN AN "AS-IS" CONDITION AS OF THE CLOSING DATE, AND PURCHASER SPECIFICALLY AGREES THAT THE SELLER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO THE PURCHASER REGARDING THE PROPERTY OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, ANY ASPECT OF THE CONDITION OF THE PROPERTY OR IMPROVEMENTS OR THE FITNESS OF THE PROPERTY OR IMPROVEMENTS FOR ANY INTENDED OR PARTICULAR USE, ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BEING HEREBY EXPRESSLY WAIVED BY THE PURCHASER AND DISCLAIMED BY THE SELLER. THE PURCHASER REPRESENTS AND WARRANTS TO THE SELLER THAT THE BUYER HAS NOT BEEN INDUCED TO EXECUTE THIS AGREEMENT BY ANY ACT, STATEMENT OR REPRESENTATION OF THE SELLER OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.

11. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the

Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.

12. **BREACH OF CONTRACT BY PURCHASER:** If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
13. **AUCTIONEER'S AGENCY DISCLOSURE:** The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
14. **OTHER:**
 - (a) **Time:** Time is of the essence hereof.
 - (b) **Counterparts:** This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
 - (c) **Execution by Fax:** This Agreement may be executed by the parties and transmitted by fax and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
 - (d) **Notices:** All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
 - (e) **Assignment:** The Purchaser shall not assign this Agreement nor its rights hereunder without the prior written consent of the Seller.
 - (f) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
 - (g) **Choice of Law:** This Agreement shall be interpreted according to the laws of the state in which the Property is located.
 - (h) **Enforcement Costs:** In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs

of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.

(i) ***Entire Agreement:*** This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SELLER: **GARY W. ROSE AND SHEILA ROSE, HUSBAND AND WIFE**

GARY W. ROSE

SHEILA ROSE

PURCHASER: _____
[Name to which title to the Property will be issued]

Signature: _____

Name: _____

Title: _____

EXHIBIT "A"

Legal Description of Property

SITUATED LYING AND BEING in the Second (2nd) Civil District of Cumberland County, Tennessee and being more particularly described as follows:

TRACT ONE: Beginning on an iron rod at the Southwest corner of a 2.117 acre tract heretofore conveyed by Archie Wooley and wife, Cheri Wooley, to Gary W. Rose and wife, Sheila Rose, in Book 1020, page 1923; thence along a line of Rose, S-33-45-58-E, 94.85 feet to an iron rod; thence with the line of a 0.657 acre tract N-67-38-27-E, 302.49 feet to the center of Clear Creek; thence with the center of same N-34-21-04-W, 98.18 feet to the SE corner of the Rose's tract referred above; thence with the South line of same, S-67-03-29-W, 300.87 feet to the point of Beginning, containing 0.655 acre, as surveyed by Andy Potter, RLS 1334 on November 30, 1998 and May 18, 2000.

Subject to 20 foot Easement for egress and ingress and further subject to a road access and utility easement in Book 1022, page 123, Register's Office, Cumberland County, Tennessee.

Prior Reference: Being the same property conveyed to Gary W. Rose and wife, Sheila Rose, by virtue of a Warranty Deed from Archie Wooley and wife, Cheri Wooley, recorded August 4, 2003 in Book 1145, page 600, Register's Office, Cumberland County, Tennessee.

Tax Map 018, Parcel 053.11

TRACT TWO: Beginning on an iron rod at the Northwest corner of a 1.34 acre tract heretofore conveyed by B. Bruce Baltimore and wife, Denell M. Baltimore, to Gary Rose and wife, Sheila Rose, as recorded in Deed Book 1022, page 122; thence with the North line of said tract N-68-13-02-E, 304.15 feet to the center of same Clear Creek; thence with the center of same N-34-21-04-W, 98.18 feet; thence with the South line of a 0.655 acre tract, S-67-38-27-W, 302.49 feet to an iron rod; thence S-33-45-58-E, 94.85 feet to the point of Beginning, containing 0.657 acre, as surveyed by Andy Potter, RLS 1334 on November 30, 1998 and May 18, 2000.

Prior Reference: Being the same property conveyed to Gary Rose and wife, Sheila Rose, by virtue of a Warranty Deed from B. Bruce Baltimore and wife, Denell M. Baltimore, recorded May 13, 2003 in Book 1136, page 1034, Register's Office, Cumberland County, Tennessee.

Tax Map 018, Parcel 53.08

TRACT THREE: Beginning on an iron rod in the South ROW of McCormick Road; 25 feet from the center of same at the NW corner of a tract heretofore conveyed by B. Bruce Baltimore and wife, Denell M. Baltimore; thence with the South ROW of McCormick Road, S-76-48-39-W, 100.48 feet; S-70-07-28-W, 51.29 feet; S-64-22-52-W, 238.46 feet to an iron rod; thence leaving said road and running with the East line of a 5.04 acre survey, S-27-14-15-E, 402.80 feet to an iron rod at the Westernmost corner of a tract conveyed to Gary and Sheila Rose; thence with the North line of said tract, N-68-10-40-E, 331.00 feet to an iron rod at the Northernmost corner of said tract; thence N-68-10-40-E, 20.57 feet to an iron rod at the Southernmost corner of the tract referenced above; thence with the West line of said tract, N-21-58-21-W, 399.97 feet to the point of Beginning, containing 3.482 acres, as surveyed by Andy Potter, RLS 1334 on May 18, 1999.

Reserving, however, an easement for ingress and egress to other property twenty (20) feet in width. Prior Reference: Being the same property conveyed to Gary W. Rose and wife, Sheila Rose, by virtue of a General Warranty Deed from B. Bruce Baltimore and wife, Denell M. Baltimore, recorded September 9, 1999 in Book 1041, page 2075, Register's Office, Cumberland County, Tennessee.

Tax Map 018, Parcel 53.09

TRACT FOUR: Beginning on an iron rod located S-68-10-40-W, 20.57 feet from an iron rod at the SW corner of a 2.117 acre tract heretofore conveyed by B. Bruce Baltimore and Denell M. Baltimore, husband and wife, to Cheri S. Johnson and Rosie M. Wooley, of record in Book 1020, page 1923; thence from said point of beginning S-39-42-23-E, passing an iron rod set at 379.99 feet and continuing in all a total of 409.99 feet to the center of Clear Creek; thence up and with the center of Clear Creek as the same meanders S-76-22-25-W, 127.09 feet and S-62-43-57-W, 227.73 feet; thence leaving the creek and running N-36-39-37-W, passing an iron rod at 30.75 feet and continuing in all a total of 407.30 feet to an iron rod; thence N-68-10-40-E, 331.00 feet to the point of Beginning, containing 3.00 acres, as surveyed by Andy Potter, RLS 1334 on September 24, 1998.

Also conveyed is an easement for the purpose of ingress and egress being twenty (20) feet in width, the centerline of which is described as beginning at a point in the center of McCormick Road, located S-76-09-08-W, 520.21 feet from a concrete ROW monument on the South side of Elmore Road; thence from said point of beginning S-34-16-30-W, 55.91 feet; S-39-09-42-E, 179.57 feet; and S-45-54-54-E, 221 .53 feet to the North line of the tract above described, containing 0.20 acres.

Beginning at a point in the center of Clear Creek at the SE and Easternmost corner of a 3.00 acre tract heretofore conveyed to Gary W. Rose and Sheila Rose, husband and wife, thence with the East line of said tract N-39-41-23-W passing an iron rod on the bank at 30 feet, in all a total distance of 214.99 feet to an iron rod; thence N-68-13-02-E passing an iron rod on the bank at 289.15 feet, in all a total distance of 304.15 feet to the center of Clear Creek, thence up and with the same, S-18-58-37-E, 77.54 feet; S-30-04-14-E, 75.61 feet; S-08-36-46-E, 48.80 feet; S-43-41-53-E, 70.30 feet; and S-76-22-30-W, 171.81 feet to the point of Beginning, containing 1.34 acres as surveyed by Andy Potter, RLS 1334 on November 20, 1998.

Subject to a 20 foot easement for ingress and egress in Book 1030, page 573, Register's Office, Cumberland County, Tennessee.

Prior Reference: Being the same property conveyed to Gary W. Rose and Sheila Rose, husband and wife, by virtue of a Warranty Deed from B. Bruce Baltimore and Denell M. Baltimore, husband and wife, recorded February 12, 1999 in Book 1030, page 573, Register's Office, Cumberland County, Tennessee.

Tax Map 18, Parcel 53.07

TRACT FIVE: The following is a description of a portion of the B. Bruce Baltimore and wife, Denell M. Baltimore property located in the Clark Creek area of the Second (2nd) Civil District of Cumberland County, Tennessee (Reference Deed Book 1022, page 122 - Tax Map 18), and being more particularly described as follows:

BEGINNING on an iron rod which marks the SW corner of Kevin D. Ward (DB 1169 pg 1762), the NW corner of Gary Rose (DB 1145, pg 600), the SE corner of Gary Rose (DB 1041 pg 2075) and the NE corner of this described parcel, said iron rod is farther located approximately 1/10 mile South of the intersection of McCormick Lane and Clear Creek Road; thence leaving Ward and going with the Western side of Gary Rose (DB 1145 pg 600) S-33-45-58-E 94.85 feet to an iron rod; thence continuing with another tract of Gary Rose (DB 1136, pg 1034) S-33-45-58-E 94.85 feet to an iron rod which marks the Southernmost corner of this described parcel; thence leaving Rose (DB 1136 pg 1034) and going with another Gary Rose tract (DB 1030 pg 573) N-39-41-32-W 194.99 feet to an iron rod which marks the NW corner of this described parcel; thence leaving Rose (DB 1030, pg 573) and going with the Southern side of Gary Rose (DB 1041 pg 2075) N-68-10-40-E 20.57 feet to the Beginning containing 0.0438 acre as calculated from an Andy Potter RLS 1334 survey dated July 25, 1996.

Prior Reference: Being the same property conveyed to Gary W. Rose and wife, Sheila Rose, by virtue of a Quit Claim Deed from B. Bruce Baltimore and wife, Denell M. Baltimore, recorded May 11, 2010 in Book 1340, page 214, Register's Office, Cumberland County, Tennessee. Gary W. Rose and Sheila Rose own 4 tracts of property as recorded in Book 1030, page 573; Book 1041, page 2075; Book 1136, page 1034 and Book 1145, page 600 identified as Tax Map 18 being parcels 53.07; 53.09; 53.08 and 53.11 respectively. The Quit Claim Deed was executed to clear up a 0.0438 section of property that was never conveyed. For further reference see Deed Book 1022, page 122, said Register's Office.

Tax Map 18, Parcel _____

Property Address: 105 McCormick Lane, Crossville, TN 38571