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MUSIC CITY AUCTIONS LLC
Premier Real Estate Auction Company

**(BID PACKAGE)**

PRELIMINARY TERMS AND CONDITIONS OF SALE 143 APRIL CIRCLE, PORTLAND, TN 37148 Live On-Site Reserve Auction Event Saturday, September 12th, 2026 @ 11:00 AM PRE-AUCTION OFFERS ARE WELCOME!

**REAL PROPERTY** Newer flooring and baseboards throughout, new kitchen countertops, newer appliances with gas stove. New vanity in Primary, new fans and light fixtures, HVAC 5 years old, fenced back yard and nice outbuilding.

**PROPERTY INSPECTION** You are welcome to drive onto the property, park your car, walk around the exterior of the home and examine the exterior. No interior viewings until the day of the Auction. No viewing after dark. The Auction crew will be on-site one hour prior to the Auction, Saturday, September 12th, 10:00 AM to register and answer any questions. The Auction will start approximately at 11:00 AM. Go to Musiccityauctionsllc.com to view additional pictures and other information about the property. The auction company will furnish as much information about the property as possible. It is the purchaser's sole responsibility to 1.) Perform all inspections (legal, environmental, title, economic or otherwise) of the property and improvements thereon and to be satisfied as to their condition prior to bidding; 2.) Review all property information; 3.) Independently verify any information they deem important including information available in public records; and 4.) Inquire of public officials as to the applicability of and compliance with land use, zoning, building and health & safety codes and ordinances, and any other local, state or federal laws and regulations.

**PROPERTY DISCLOSURES** All information contained in this bid package, on an auction brochure or post card and all promotional materials, including, but not limited to, pictures, square footage, acreage, septic, dimensions, maps, taxes, etc. were provided by the sellers or is on record with Sumner County and is believed to be correct; however, neither the Sellers nor the Auction Company make any guarantee or warranty as to the accuracy or completeness of such information. Homes that were built prior to 1978 and may contain lead-based paint. A lead-based paint inspection may be completed 10 days prior to the sale. This home was built in 1999. Purchaser shall bear the responsibility to confirm all information relevant to the property prior to bidding.

**DISCLAIMER** Personal on-site inspection of the property is recommended, and bidders are advised to independently verify all information they deem important. As with all auctions in the state of Tennessee, we are selling AS IS, WHERE IS, with NO WARRANTIES EXPRESS OR IMPLIED whether oral or written with respect to the property, including, without limitation, any warranty as to its value, condition, acreage, square footage, suitability, merchantability,

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marketability, operability, zoning or subdivision regulations, mineral rights, water rights, environmental condition (including but not limited to septic systems, lead base paint, radon gas, asbestos, or molds and mildews), or fitness for a particular use or purpose. No guarantees are given as to the availability of utilities or access, or the permitted or allowable uses on the property.

**BUYERS PREMIUM** A ten percent (10%) buyer's premium calculated on the final bid price will be added to the final bid price to establish the final contract price paid by the buyer on real estate.

**BIDDER REGISTRATION** Bidders must register to receive a bid number to place a bid on the property. The bid card is also a contract, read carefully before signing. You will be able to register on-site day of auction. Save time and call today, or go to our website musiccityactionsllc.com to Pre-Register for the auction at 615.490.8825. At the Auction, present your driver's license at the registration table. If you must obtain a mortgage loan to purchase this property you should bring a copy of a "Pre-Approval" letter from a qualified loan provider, although the pre-approval letter is not required to bid at the auction. Bid accordingly and responsibly. This bid card must be presented when the buyer is declared the final winning bidder.

**REMOTE BIDDING** If you cannot attend the Auction in person, contact us to find out how you can bid remotely at 615-490-8825. The Non-Refundable Deposit, a copy of your driver's license, a Bank Letter of Credit or Pre-Approval Letter would be required in advance to allow for remote bidding. You would need to contact our office well in advance of the auction to be prepared to bid by phone or online. After bidding by phone or online, if you do not receive the final bid the non-refundable deposit would be returned to the prospective bidder.

PRE-AUCTION OFFERS The Auctioneer advertises "Pre-Auction Offers are Welcome" as a way for the buyer to have the option to purchase the property prior to the live Auction event. Pre-Auction offers are predicted by the fact that the buyer will be purchasing under the same terms as the live Auction event including, but not limited to, adding the buyer's premium to the bid price offer to obtain the final contract price. The Auctioneer will verbally call the seller with any pre-auction offers based on the fiduciary of the Auctioneer to present all purchase offers prior to the actual live Auction event. If the Seller decides to "entertain" the verbal offer, then the buyer will be required to provide a Bank letter of Credit or Pre-Approval Letter and the advertised non-refundable trust money made out to Music City Auctions, LLC would be collected then if buyer and seller agree on this or another offer. The seller may require a larger non-refundable deposit amount for pre-auction offers than was advertised. At this time, the buyer has the opportunity to walk through and inspect the property. If the buyer decides to move forward, a non-contingent Auction purchase contract and supporting documents will be signed and sent to the Seller for final approval and signing. These are the exact same documents that would be signed on the day of the auction. The Seller at any point in the process could decide to accept another offer or decline and wait for the actual auction date. If a Pre-Auction offer is accepted in writing by both parties the live Auction event will be cancelled. The closing date may be adjusted to a quicker close date depending on when the offer was accepted. This date will be disclosed and agreed too prior to acceptance of the offer and in writing.

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**BANK FINANCING** To be pre-qualified for a loan contact Kevin Kenerson with Lending Hand Mortgage at 615-859- 5363 or any lender of your choice. You are not required to accept any mortgage terms for the auction. If you decide to obtain a loan, it is very important to contact the respective representative as soon as possible and discuss your particular financing needs. Send your prequalification letter to Mitch@musiccityauctionsllc.com along with your bidder registration form. You do not have to provide a pre-qualification lender letter before the Auction, but it is suggested. You should follow up with the Auctioneer to make sure he received your information. The lender can offer additional products that may be more attractive. The auction company does not represent the lender and does not receive any financial or any other benefit. You can select your own financing company; however, the auction is selling for cash with no financing or any other contingencies.

**DAY OF AUCTION REAL ESTATE TERMS** Immediately after the close of the auction, the declared final high bidder will be required to pay in U.S. funds, a non-refundable deposit of no less than ten-thousand-dollars ($10,000), cash, cashier check, money order or good check made payable to Momentum Title then deposited in an escrow account. These funds will be available to the buyer at closing. Buyer shall sign an auction purchase contract and the supporting documents. The balance will be due at closing. Make all financial arrangements prior to the sale. You may pay cash or get your own financing; however, we are selling for cash with NO CONTINGENCIES. If you do not close by the “closing date and time” as indicated in the “Contract for Sale and Purchase of Real Estate at Auction” for any reason you will forfeit the non-refundable deposit in the amount of ten thousand-dollars ($10,000) and the seller can file a lawsuit against you for specific nonperformance of the contract.

**REAL ESTATE CLOSING TERMS** If you are the successful bidder, you will be required to put down a ten-thousand- dollar ($10,000) non-refundable deposit and sign an auction purchase contract and the supporting documents. The balance will be due at closing. Call ahead of the auction to get pre-qualified with financing. If paying with financing the closing will be on or before Monday October 12th, 2026, by 10:00 AM. If paying without financing (all cash) the closing date will be on or before Monday September 28th, 2026, by 10:00 AM and possession will be given date of deed. The closing for the buyer and seller will be held at Momentum Title located at 131 Saundersville Road Suite 130 Hendersonville, TN 37075. You may pay cash or get your own financing; however, we are selling for cash with no contingencies. Annual city and county taxes for the property in 2026 were approximately $1,292.93 and will be pro-rated at closing. The Buyer will only be responsible for taxes at closing going forward, no back taxes. If needed, the closing attorneys can travel or mail documents to your location for closing.

**CLOSING COSTS** Sellers Cost: At closing, the seller shall pay approximately $300.00 in a closing attorney fee, wire fee, plus any fees to the auctioneer. This property will be free of all back taxes and liens. Purchasers Cost: At closing, the purchaser shall pay approximately $300.00 in a closing attorney fee, wire fee, plus financing fees, lender requirements (if any), title insurance, Tennessee State transfer tax, recording cost, proration of annual city and county taxes and the buyer’s premium. Purchaser will pay for taxes the day of closing going forward, no back taxes. In some cases, the buyer can elect, based on lending requirements, to reduce the final contract price to the final bid price and pay the buyer’s premium separately. This Buyer’s Premium is charged to the buyer, not the seller, and credited to Music City Auctions, LLC and or other cooperating Real Estate Companies at closing.

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**BROKER AGENCY DISCLOSURE** The Auctioneer is acting exclusively as the agent for the seller in this transaction. Auctioneer is not acting as an agent for the purchaser in this transaction. Any third-party real estate agent is not a subagent of the Auction Company. The seller, real estate broker, or the Auction Company, or any of their respective attorney or agents, shall not be liable to the purchaser for any relief, including, but not limited to, damages, rescission, reformation, allowance or adjustments, based on failure of the property to conform to any specific standard or expectation, or any third party documents or information, including, but not limited to, the amount of acreage or square footage of the property, the zoning of the property or the environmental condition of the property.

**EQUAL OPPORTUNITY CLAUSE** All bidding is open to the public. The property is available to qualified purchasers without regard to a prospective purchaser's race, color, religion, sex, handicap, familial status and national origin.

**DISPUTES / COLLUSION** All decisions of the auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during and after the auction. Sellers reserve the right to deny any person admittance to the auction or expel anyone from the auction who attempts to disrupt the auction.

The federal antitrust laws prohibit collusion among bidders in restraint of interstate commerce. The penalties for violating the federal antitrust laws include criminal fines, imprisonment, injunctions and compensatory damages and attorneys' fees. Collusion between bidders to refrain from bidding or limit the prices bid for the property is strictly prohibited.

**ADDITIONAL QUESTIONS** Music City Auctions, LLC, goes to great length to be as helpful as possible with your interest in the auction process. If you have never attended a real estate auction and have any questions about the bidding process or any other questions, feel free to call Mitch Healey, Auctioneer at our office direct at 615.490.8825. This is a very exciting way to purchase real estate at your price. ANNOUNCEMENTS MADE DAY OF SALE TAKE PRECEDENCE OVER ALL PRINTED AND INTERNET MATERIAL. ALL INFORMATION WAS DERIVED FROM SOURCES BELIEVED TO BE CORRECT BUT IS NOT GUARANTEED AND SHOULD BE REVIEWED AND APPROVED BY THE BUYER PRIOR TO BIDDING.