

EXIT CROSSROADS AUCTION GROUP
CLINT CONNER - BROKER/ AUCTIONEER

208 S. Jefferson Ave
Cookeville, Tn 38501
931-520-7733
sold@crossroadsauctiongroup.com
www.crossroadsauctiongroup.com

AUCTION LISTING CONTRACT

THIS AUCTION CONTRACT and exclusive right-to-sell agreement, made and entered into this 21 **day of** August, 2025, **by and between** Exit Crossroads Auction Group, party of the first part, hereinafter called **AGENT/AUCTIONEER** and **Carolyn Dawes**

party(ies) of the second part hereafter called **SELLER(S)** of: Address: 4920 Buck Mountain Road

City: Cookeville State: TN Zip: 38506 Ph 931-267-4545

Cell Ph: _____ Fax #: _____ WITNESSETH: **SELLER(S)** is employing **AGENT / AUCTIONEER** for the service of conducting a public auction of the following: Home & 4.4+/- Acres

Map 042 Parcel 076.03 Book 442 Page 099 & Map 042 Parcel 078.00 Book 325 Page 227

Putnam County TN 4920 Buck Mountain Rd & Buck Mountain Rd Cookeville, TN 38506

Also selling personal property located on the premises.

Property to be sold: ☒ Absolute or ☐ To the highest bidder subject to the confirmation of seller or ☐ Above a good bid of \$ _____ to the highest bidder.

I. (A)

The **AGENT/AUCTIONEER** will receive as commission, payment on the highest and best bid on the **REAL ESTATE** divided as follows: --- % paid by **SELLER(S)**, 10 % paid by **BUYER** and a commission of 10 % based on the highest bid for **PERSONAL PROPERTY** divided as follows: --- % paid by **SELLER(S)**, 10 % paid by **BUYER**. The minimum auction fee paid to the **AGENT/AUCTIONEER** by **SELLER(S)** will be \$ Commission plus cost incurred under section II.

I. (B)

If any sale or portion of sale should be rejected by the **SELLER(S)** or not be consummated for any reason, the **SELLER(S)** agrees to pay said **AGENT/AUCTIONEER** the minimum auction fee less any commissions collected within fifteen (15) days of auction date. The parties further acknowledge that if said property is thereafter sold within 60 days thereof, the **SELLER(S)** will pay said **AGENT/AUCTIONEER** 5 % of the sale price. **SELLER(S)** promises to pay to the order of Exit Crossroad Auction Group Inc., the sum equivalent as previously stated on or before 15 days with interest accruing at a rate of 12 % per annum until principal and interest has been paid in full. In the event any portion of any required payment of principal and/or interest becomes due and remains unpaid for as long as thirty (30) days, the **AGENT/AUCTIONEER** may, in that event, at his option, declare all of the indebtedness outstanding at that time due and payable at once upon demand and proceed to enforce the collection of same. If there is a breach of any terms of this contract, the holder of this contract may employ an attorney or attorneys to protect his rights hereunder and in event of such employment following any breach by the undersigned and to the extent allowed by law, the undersigned shall pay the holder of this note reasonable attorney's fees and expenses incurred by them, whether or not an action is actually by law commenced against the undersigned by reason of the breach. The undersigned also agrees to indemnify the holder of this note, from all loss, damage, and expense, including attorney's fees incurred in connection with any suit or proceeding in or to which the holder of this note may be made or become a party for the purpose of protecting or asserting his rights under this contract.

I have read and I do understand the contents of this page:

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Initials

8-22-25
Date/Time

II.

The AGENT/AUCTIONEER shall secure advertising, promotional materials & services as indicated below with the cost of such to be paid by: ☐ SELLER(S), ☒ AGENT/AUCTIONEER in ☒ Newspaper, ☒ Handbills, ☐ Radio, ☐ TV, ☒ Administrative, Production and Promotion Fees, ☒ Signs, ☒ Website, ☐ Direct Mail, ☐ Tent, ☐ Port-a-Pot and other advertising media as may be appropriate, with the cost of advertising not to exceed \$ 1,500.00 Labor costs for prep of real and personal property for auction to be paid by the ☐ SELLER(S), ☒ by the AGENT / AUCTIONEER not to exceed \$ TBD. The AGENT/AUCTIONEER shall furnish the services of auctioneer, clerk and all other personnel necessary to conduct a public auction. SURVEY expenses if done shall be paid by SELLER(S) including tract layouts, minor or major plats, zoning, recording and any engineering expense. The AGENT / AUCTIONEER is hereby granted the authority to make the necessary arrangements and contract for said services on behalf of the SELLER(S).

III.

The AGENT/AUCTIONEER is permitted to coordinate with any attorney(s) to have prepared all deeds, notes, opinion of title, etc. for the SELLER(S) to convey the property with the cost of such documents including deed tax when required to be borne by SELLER(S). The SELLER(S) may designate the attorney or law firm for the preparation of such documents; however, in the event the SELLER(S) fails to designate such, the AGENT/AUCTIONEER is authorized to do so. SELLER(S) agrees to provide the opinion(s) of title to the AGENT/AUCTIONEER on any and all real estate covered in this CONTRACT prior to the sale of said property. The SELLER(S) further authorizes AGENT/AUCTIONEER to obtain the payoffs of any lien(s) on the property to be sold. SELLER(S) agrees to pay 1/2 of the attorney's closing fees up to \$0.00. AGENT/AUCTIONEER is authorized to receive, view and to forward any document(s) as agent deems necessary.

IV.

The AGENT/AUCTIONEER shall not be responsible for loss due to breakage or theft of any personal property of the SELLER(S) listed for sale or located upon the sale premises. Further, the AGENT/AUCTIONEER shall not be liable or responsible for any uncollectible checks given by purchasers for real and personal property sold at the and the AGENT/AUCTIONEER is hereby authorized to accept personal checks for payment of goods and all deposits. All risks of hazard loss with respect to the property to be sold or located upon the premises shall remain the risks of the SELLER(S). SELLER(S) currently ☒ have insurance with Auto Owners or ☐ does not have insurance.

V.

SELLER(S) agrees that any and all real estate and/or personal property provided or listed by agent or advertised may not be withdrawn without the consent and approval of the AGENT/AUCTIONEER. The terms stated in paragraph I(A), applies to any real estate and/or personal property sold prior to or withdrawn from the Auction and a commission is due.

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8-22-25

VI.

The AGENT/AUCTIONEER, subsequent to the conclusion of the sale after all checks have been cleared by the bank and credited to AGENT/AUCTIONEER company's escrow account, shall account for and pay over to the SELLER(S) the proceeds of the sale less the agent's retainer, commission, and other items of expense to be borne by the SELLER(S) and shall furnish to the SELLER(S) the closing statements as required by law. The AGENT/AUCTIONEER does not guarantee sale price or a sale and is not responsible in the event the BUYER(S) and SELLER(S) fail to live up to their agreements.

VII.

The SELLER(S) agrees to pay all reasonable attorneys' fees resulting from any breach of the terms and conditions hereof pursuant to contract law of the state in which auction is conducted. The sellers agree that any lawsuits filed with or against the AGENT/AUCTIONEER are to be filed in city of the of the nearest local office.

I have read and I do understand the contents of this page:

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VIII.

The SELLER(S) certifies and warrants that his title to the property offered for sale is good and marketable and that he has the right to sell and that he will execute the required documents to convey and transfer title to the purchasers. The SELLER(S) warrants unto the AGENT/AUCTIONEER that the only known mortgage holders, lien holders, lessees, tax liens, mineral off-conveyances, restrictions and easements with respect to the real estate and personal property are as follows: None.

IX.

The down payment money shall be placed in the escrow account of Exit Crossroads Auction Group, with the account interest thereon, if any, accruing to the AGENT/AUCTIONEER.

X.

Date, Time, and Location of sale is as follows: Online Only Auction September/October 2025

Terms: 15% nonrefundable deposit is required with the balance due on or before 30 days. All property selling as is.

Personal property payment in full at time of sale. Cash, check, or card.

Possession: Real estate with the deed at closing. Personal property with payment.

Other conditions: _____

XI.

Seller(s)/Owner(s) authorize Exit Crossroads Auction Group and any of its agents to obtain any information regarding subject property from but not limited to, all government agencies, utilities, land or land improvement services, lenders, lessees, suppliers, surveyors or any other entities necessary to obtain required information. AGENT/AUCTIONEER is authorized to receive, view and to forward any document(s) as agent deems necessary.

SELLER(S):

X Carolyn Davies Phone: 931-267-4245

Fax: _____ Email: _____

X _____ Phone: _____

Fax: _____ Email: _____

X _____ Phone: _____

Fax: _____ Email: _____

X _____ Phone: _____

Fax: _____ Email: _____

AGENT/AUCTIONEER:

X [Signature] Email: _____ Cell: 931-644-7149

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