

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-CV-325-T-35UAM

BRIAN DAVISON;
BARRY M. RYBICKI;
EQUIALT LLC;
EQUIALT FUND, LLC;
EQUIALT FUND II, LLC;
EQUIALT FUND III, LLC;
EA SIP, LLC;

Defendants, and

128 E. DAVIS BLVD, LLC, et al.,

Relief Defendants.

**RECEIVER'S VERIFIED UNOPPOSED MOTION TO APPROVE
PRIVATE SALE OF REAL PROPERTY —
2816 CASON LANE, MURFREESBORO, TENNESSEE**

Burton W. Wiand, as Receiver over the assets of the above-captioned
Corporate Defendants and Relief Defendants,¹ moves the Court to approve the

¹ The (“**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) has been expanded to include not only the Corporate and Relief Defendants but also the following entities: EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC. *See* Doc. 184, at 6–7. *See also*, Doc. 284.

sale of real property located at 2816 Cason Lane, Murfreesboro, Tennessee 37128, (the “**Property**”). The buyer of the Property is Brian and Cammie Ochs (the “**Buyer**”), and the purchase price is \$455,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**Contract**”). Selling the Property in the manner described in this motion will result in a fair and equitable recovery for the Receivership Estate.

BACKGROUND

At the request of the Securities and Exchange Commission (“**SEC**”), the Court appointed the Receiver on February 14, 2020, and directed him, in relevant part, to “[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants,” which includes “all real property of the Corporate Defendants and Relief Defendants, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order.” Doc. 6 (the “**Order**”) at 73, ¶ 1. The Court also ordered that “[t]itle to all property, real or personal, all contracts, rights of action and all books and records of the Corporate Defendants and Relief Defendants and their principals wherever located within or without this state, is vested by operation of law in the Receiver.” Doc. 6 at 77, ¶ 17.

The Order also directs the Receiver to “[m]ake or authorize such payments and disbursements from the funds and assets taken into control, or

thereafter received by the Receiver, and incur, or authorize the incurrence of, such expenses and make, or authorize the making of, such agreements as may be reasonable, necessary, and advisable in discharging the Receiver's duties." Doc. 6 at 75, ¶ 8.

The Procedures Applicable to Sales of Real Property

The procedures applicable to private sales of receivership real estate are set forth in 28 U.S.C. § 2001(b) ("**Section 2001(b)**")²:

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

28 U.S.C. § 2001(b).

² Section 2001(b) governs here because this is a private sale of real property and because 28 U.S.C. §§ 2001(a) and 2004 deal with public auctions and personal property, respectively.

The Receiver can move the Court to waive strict compliance with these procedures, but as explained below, the Receiver has substantially and materially complied with the statute.

**The Property, the Receiver’s Marketing Efforts,
and the Proposed Sale**

EquiAlt Fund, LLC, a Receivership entity, owned the Property until the Order appointed the Receiver, who took title to the Property. The Property was purchased with scheme proceeds — i.e., money contributed to the scheme by victim investors. The Property is a single-family home that is approximately 2,820 square feet and includes four bedrooms and four bathrooms. The Receiver has determined that selling the Property in the manner described in this motion is in the best interest of the Receivership.

In order to advertise the sale of the Property, it was listed on the Multiple Listing Service (“MLS”), the industry standard listing service for real estate professionals; and Zillow, the popular real estate listing website.³ MLS listings reach essentially every real estate broker and agent in the United States, and Zillow is one of the most visited real estate websites in the country. The Receiver received multiple offers on the Property. The sale price described in

³ See https://www.zillow.com/homedetails/2816-Cason-Ln-Murfreesboro-TN-37128/92394959_zpid/

this motion is the highest offer for the Property and is, in the Receiver's opinion, the most beneficial to the Receivership Estate.

In compliance with Section 2001(b), the Receiver obtained valuations from three disinterested sources (collectively, the "**Valuations**"), which are attached as **Exhibits 2–4**. Exhibits 2, 3, and 4 estimate the value of the Property at \$507,600; \$470,000; and \$460,000 respectively. The Valuations' average total value for the Property is \$479,200. The sale price of \$455,000 is comparable to the Valuations and is thus fair and reasonable. The sale of the Property would constitute a \$455,000 gross recovery for the Receivership Estate. In compliance with Section 2001(b), the sale price of \$455,000 is substantially greater than two-thirds of the average of the Valuations.

The Property is free of any significant liens or encumbrances, such as a mortgage. Should any administrative liens be discovered during a title search, they will be resolved routinely at closing.

Section 2001(b) Publication

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sale in *The Tennessean*, which is regularly issued and of general circulation in the district where the Property is located. A copy of the notice of sale is attached as **Exhibit 5**, which will be published shortly after this motion is filed. Pursuant to Section 2001(b), after the 10-day statutory window for "bona fide offers" has elapsed, the Receiver will advise

the Court whether he received any such offer and appropriate steps in response thereto. Absent such an offer, the Receiver submits that approval of the proposed sale pursuant to the Order and Section 2001(b) is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

ARGUMENT

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in

the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Given these principles, the Court should approve the proposed sale for at least four reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained the Valuations, and the total sale price is comparable to the range of the estimates disclosed in those valuations. *See Exs. 2–4*. Section 2001(b) provides that "[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value" — here, \$319,467 based on the average of the Valuations. The \$455,000 sale price for the Property is well above that amount. The Receiver will arrange for the terms of the proposed sale to be published in *The Tennessean*. *See Ex. 5*. If no one objects to this motion or submits a "bona fide offer" pursuant to Section 2001(b), to conserve resources, the Receiver asks that the Court grant the motion without a hearing.

Second, as noted above, the sale price represents a gross recovery of \$455,000 for the benefit of the Receivership Estate, and ultimately its creditors, including the victim investors. Third, the Receiver's independent evaluation of the transaction demonstrates that it is commercially reasonable. The Receiver is not aware of any other association between the Receivership and the Buyer. As such, this is an arm's-length transaction. Fourth, the existence of a ready-and-willing buyer ensures an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver's opinion, the sale price is at or near the maximum price that can be anticipated for the sale of the Property.

CONCLUSION

For the reasons discussed above, this transaction is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order (1) approving the transaction and the Contract, and (2) ordering that the Receiver may transfer title to the Property by Receiver's Deed to the Buyer, free and clear of all claims, liens, and encumbrances. Pursuant to the Court's earlier Order (Doc. 640), the Receiver has attached a proposed order as **Exhibit 6**.

Communications with underwriters and title counsel have indicated that including the legal description in the Court's order could promote a quicker

closing and avoid potential questions about the chain of title in an abundance of caution. As such, if the Court grants this motion, the Receiver asks the Court include the legal description for the Property in the order. The legal description for the Property is as follows:

Being the same property conveyed to EQUIALT FUND LLC, by Warranty Deed dated November 15th, 2017, of record in Record Book 1634, Page 2466, Register's Office, Rutherford County, TN.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the SEC and the SEC consents to the relief sought herein and waives any right to appeal an Order granting this Motion.

Respectfully submitted,

s/Katherine C. Donlon

Katherine C. Donlon, FBN 0066941

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Attorney for the Receiver Burton W. Wiand

VERIFICATION OF THE RECEIVER

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this motion is true and correct to the best of my knowledge and belief.

s/ Burton W. Wiand

Burton W. Wiand, Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 13, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/Katherine C. Donlon

Katherine C. Donlon, FBN 0066941

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “Agreement”), is entered into this the date last executed by the parties (the “Effective Date”), by and between Brian Ochs and Cammie Ochs (hereinafter, the “Buyer” or “Buyers”) and Burton W Wiand as Receiver for Equialt Fund LLC, a Tennessee limited liability company (hereinafter, the “Receiver” or “Seller”, and collectively with Buyer, the “Parties”) appointed in the matter of Securities and Exchange Commission v. Brian Davison, et al., United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP (hereinafter, the “Action”).

BACKGROUND

WHEREAS, the Receiver was appointed pursuant to an Order Granting Plaintiff’s Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020 and an Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020 in connection with the proceedings in the Action (the “Receivership Orders”); The Receiver’s powers, authorities, rights and privileges, which are outlined in the Receivership Orders, include him taking custody, control and possession of all Receivership Property, including the real property located at **2816 Cason Ln., Murfreesboro, TN 37128** and he is authorized sell Receivership Property with approval of the United States District Court for the Middle District of Florida; and

WHEREAS, EQUIALT FUND LLC, a Tennessee limited liability company, is a legal entity under the control of the Receiver pursuant to the Receivership Orders and it is the owner of the Properties located at **2816 Cason Ln., Murfreesboro, TN 37128**, also known as Tax Parcel ID Number: **124C A 005.00**

WHEREAS, pursuant to the Receivership Orders, the Seller has been granted full power and authority to market and enter into an agreement to sell the Property;

WHEREAS, subject to approval by the Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below), Seller desires to sell and Buyers desire to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyers desire to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Property: The Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, consisting of all of Seller's right, title, and interest in and to all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: **2816 Cason Ln, Murfreesboro, TN 37128**, as recorded in Rutherford County Register of Deeds Office, Record Book **1634, Page 2466**, and as further described as: Tax Parcel ID **124C A 005.00**, together with all fixtures, landscaping, improvements, and appurtenances, all being hereafter collectively referred to as the "Property." PROPERTY SOLD "AS IS".

2. Purchase Price & Contingencies: 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 Lot/Land Purchase and Sale Agreement (hereinafter "Purchase and Sale Agreement" or "Agreement"). The purchase price to be paid is: \$455,000 four hundred fifty- five thousand U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

A. Court Approval Contingency. This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions pre-scribed by the Court, as described in 28 U.S.C. § 2001(b) (a "Bona Fide Offer"). Buyer under-stand and acknowledges that 28 U.S.C. § 2001(b) prohibits the Court's approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such upon receipt of a Bona Fide Offer, Seller shall provide the Buyer with ten (10) days' notice of such offer prior to filing a motion with the Court to approve any transaction. Buyer shall have the opportunity to make a competitive offer and the Seller agrees to recommend the acceptance of Buyers equal or better offer to the Court absent any material deficiencies in Buyers offer. Should the Seller or the Court determine that a Bona Fide Offer is superior to any final offer of the Buyer, Seller may terminate this agreement and the buyers exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving: (1) the sale of the Property described herein to Buyers free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the United States District Court approving this transaction and (2) Buyer's quiet enjoyment of all assets assigned to and assumed by Buyers (collectively, the "Contingencies").

In the event that Seller receives a Bona Fide Offer or the Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyers acknowledge and agree that its sole and exclusive remedy is to seek return of the Earnest Money, as defined below. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

B. 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 equaling or exceeding the agreed upon Purchase Price.
- 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 the Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the notification form or written equivalent notice. Buyer shall then have 3 days to either:
 - 1. waive the appraisal contingency via the notification form or equivalent written notice

OR

 - 2. terminate the agreement by giving notice to seller via the notification form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money.

In the event Buyer fails to either waive the appraisal or terminate the agreement as set forth above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of contract. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon purchase price.

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 80% 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 consideration of Buyer, having acted in good faith and in accordance with the terms below, being unable to obtain financing within thirty (30) days after the Effective Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust 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 Rural Development/USDA
- 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:*

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. 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. Such certifications

- shall be made 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. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
 - b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
 - (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.

- Financial 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: _____ (e.g. bank statement, Lender’s commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller’s obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

- D. Property Sale Contingency.** The Buyer’s obligations to purchase the Property herein shall be contingent on the Buyer’s successful sale of Buyer’s property located at n/a

(“**Buyer’s Property**”). At all times during the term of this Agreement, Buyer shall use good faith efforts to sell Buyer’s Property. Upon Buyer entering into a purchase and sale agreement for the sale of Buyer’s Property (“**Sale Contract**”), Buyer shall promptly notify Seller of such Sale Contract and shall provide a copy to Seller. Buyer shall have thirty (30) days after the Binding Agreement Date of the any Sale Contract entered into by Buyer in which to determine whether Buyer will proceed with the purchase of the Property under this Agreement. During such thirty (30) day period, Buyer shall have the right to terminate this Agreement in the event the Sale Contract is terminated, by providing written notice to Seller. In the event that the Buyer does not terminate this Agreement within such thirty (30) day period, Buyer shall be deemed to have waived this contingency and the Earnest Money shall be non-refundable and Buyer shall have no right to terminate this Agreement pursuant to this Section 2.D.

Kick-out Clause: Seller reserves the right to continue to market the Property. Seller may accept secondary (backup) agreements from other buyers. If Seller chooses to replace (or “kick-out”) the primary Agreement with an accepted secondary agreement, Seller must deliver to the primary Buyer written Notice of Acceptance of a Secondary Agreement. In this event, the primary Buyer must deliver to the Seller no later than 5:00 PM, three (3) calendar days after the Seller’s delivery of Notice of Acceptance of a Secondary Agreement, either: (1) a written Notice of Cancellation of Purchase and Sale Agreement, and all earnest money must be refunded to Buyer; OR (2) a written Notice of Contingency Removal that removes all contingencies regarding the sale and closing of Buyer's Property. Evidence of the sale, or a lender’s commitment for a bridge loan, or documented proof of available funds adequate to close must accompany the Notice of Contingency Removal. Should the Buyer deliver a Notice of Contingency Removal and then fail to close for any reason (other than the fault of the Seller), the Earnest Money will be non-refundable and will be paid to the Seller upon the expiration of the Purchase and Sale Agreement.

- E. Closing Expenses.** Buyers, at Buyers’ cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyers shall pay: (i) all title examination fees; (ii) survey costs or any costs to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyers’ legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, including without limitation, the cost of performance by Buyer and the obligations hereunder.

At Closing, Seller shall pay: (i) Seller’s legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder. **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.

Except as otherwise expressly provided for in this Agreement, Buyers shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

Title Expenses. Buyer shall pay cost of title search, mortgagee’s policy and owner’s policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be by Buyer. Simultaneous issue rates shall apply.

The Closing Agency for Buyer and Seller shall be Gardner Title & Escrow; 4235 Hillsboro Pike, Suite 300, Nashville, Tennessee 37215, 615-810-0171, orders@gardnertitle.com.

3. Earnest Money/Trust Money. Buyer has paid or will pay within three (3) business days after the Binding Agreement Date to Gardner Title and Escrow (name of Holder) (“Holder”) located at 4235 Hillsboro Pike, Suite 300, Nashville, Tennessee 37215 (address of Holder), an Earnest Money/Trust Money deposit of \$ 4,550.00 by check (OR _____) (“Earnest Money/Trust Money”).

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust 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/Trust Money. **Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder.** In the event Buyer does not deliver such funds, Buyer is in default and 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/Trust Money in immediately available funds in the form of a wire transfer or cashier’s check 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/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust 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/Trust 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 Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

C. Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from The United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyers withdraw from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyers fail to perform under this Agreement except as to any rights the Buyers may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer’s failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyers shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyers. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyers’ sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

D. Seller Credit. At Closing, Seller agrees to provide a Seller Credit to Buyer in the amount of \$ 13,650.00 , to be applied on the Settlement Statement against Buyer’s closing costs, title insurance premium, prepaid expenses and lender required escrows.

4. Closing, Prorations, Special Assessments and Association Fees.

A. Closing Date. This transaction shall be closed (“Closed”) (evidenced by delivery of deed required herein and payment of Purchase Price, the “Closing”), and Closing shall take place within thirty (30) days after The United States District Court, Middle District of Florida’s approval of the sale, with Buyers to provide written notice specifying the actual closing date (the “Closing Date”) at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The Closing shall occur in escrow on the Closing Date at the offices of the Title Company or at such other place as the parties may mutually agree in writing or remotely by mail, overnight courier, or electronic delivery of all closing documents. Any failure to Close by the Closing Date 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.

Possession. Possession of the Property is to be given at closing as evidenced by delivery of Receiver Deed and payment of Purchase Price;

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. Meters for all public utilities (including water) being used on the Property shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

C. Special Assessments. Buyer shall be responsible for all Special Assessments approved or levied at any time, including prior to the Closing Date.

D. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees, statement of accounts, capital expenditures/contributions incurred due to the transfer of the 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. Conveyance of Title: When the funds to be paid by Buyers together with all documents required to be deposited by Buyers pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver’s Deed in substantially the form as Exhibit “A” attached hereto.

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 the Closing Date, Buyer 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 a refund of Earnest Money/Trust 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.

6. Inspections.

- A. **ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE.** Buyer, its inspectors and/or representatives shall have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided for below. Buyers shall promptly deliver to Seller copies of the results of all of Buyers' inspections, appraisals and/or examinations.
- B. **Inspection Period.** Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide written notification to Seller and/or Seller's Broker within 10 days after Binding Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.
- C. **Condition of Premises.** Buyers acknowledge and agree to purchase the property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

7. Casualty and Condemnation.

- A. **Casualty.** Risk of loss up to and including the Closing Date shall be borne by Seller. In the event of any material damage to the Property or any portion thereof, including without limitation the

release or discharge of Hazardous Substances, as hereinafter defined, on the Property, Buyer may, at its option, by notice to Seller given within ten (10) days after Buyer is notified by Seller in writing of such damage (and if necessary the Closing Date shall be extended to give Buyer the full 10-day period to make such election): (i) terminate this Agreement and the Earnest Money shall be immediately returned to Buyer or (ii) proceed under this Agreement, receive any insurance proceeds due Seller as a result of such damage and assume responsibility for such repair together with an amount equal to any applicable deductible under Seller's insurance policy. If Buyer elects (ii) above, Buyer may extend the Closing Date for up to an additional 10-day period in which to permit Seller to obtain insurance settlement agreements with Seller's insurers. If the Property is not materially damaged, then Buyer shall not have the right to terminate this Agreement, but Seller shall at its cost repair the damage before the Closing substantially to their former condition, or if repairs cannot be completed before the Closing, credit Buyer at Closing an amount equal to the total uncompleted restoration costs (inclusive of contractor fees). "Material damage" and "Materially damaged" means damage reasonably exceeding \$25,000.00.

- B. Condemnation.** If, prior to the Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Buyer shall have the option of (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Buyer or (b) canceling this Agreement, in which event the Earnest Money shall be returned to Buyer and this Agreement shall be terminated with neither party having any rights against the other

8. Real Estate Brokers. Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction, except for Kyle Gibson of Realty One Group Music City ("**Seller's Agent**") and Amy Peterson of Crye-Leike ("**Buyers' Agent**"). At Closing, Seller agrees to a **two Percent (2%)** commission Seller's Agent pursuant to a separate written agreement by and between Seller and Seller's Agent. Seller agrees to a **two Percent (2%)** commission to Buyer's Agent. In no event shall the total sales commission owed by the Seller exceed **four Percent (4%)** of the Purchase Price.

9. 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; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect the 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 the Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the appraised or future value 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 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.

10. Default. In the event of a default by Buyer under this Agreement, Seller, as its sole remedy, at law, or in equity, shall be entitled to retain the Earnest Money as full liquidated damages, which sum the parties agree is a reasonable sum considering all the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to Closing, and if such failure continues for ten (10) days after Buyer provides Seller and Title Company with written notice thereof, and provided Buyer is not then in default, then Buyer may, as Buyer's sole remedies for such failure: (a) waive the effect of such matter and proceed to consummate this transaction as modified by such breach; or (b) terminate this Agreement and receive a full refund of the Earnest Money, in the aggregate as full liquidated damages for Buyer's damages. 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. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute. Notwithstanding anything to the contrary contained herein, in no event shall either party be liable for consequential, incidental, exemplary or punitive damages as a result of its default under this Agreement.

11. General Provisions:

- (a) Choice of Law. This Agreement shall be governed by the laws of Tennessee.
- (b) Venue. Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in Securities and Exchange Commission v. Brian Davison, et al., United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (c) Attorneys' Fees. The prevailing party in any legal proceeding related to this Agreement or the transactions contemplated hereby shall be entitled to recover from the non-prevailing party therein all costs and expenses of mediation, arbitration, litigation, enforcement or collection, including reasonable attorney's fees, court costs, mediation or arbitration costs, fees and expenses and expert witness fees incurred as a result of such default, including any such costs or expenses incurred on appeal.
- (d) Prior Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and representations with respect thereto. This Agreement may be amended only by a written instrument duly executed by the parties hereto

- or their respective successors or assigns.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Buyer's and Seller's respective successors and assigns, executors and administrators.
 - (f) Waiver. The failure of either party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision thereafter. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
 - (g) Time of Essence. TIME SHALL BE OF THE ESSENCE IN THE PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. In the event any time period specified in this Agreement expires on a Saturday, Sunday or bank holiday on which national banks in Nashville, Tennessee are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday.
 - (h) Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
 - (i) No Presumption. It is acknowledged that all provisions of this Agreement have been negotiated by the parties at arm's length and with benefit of counsel. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
 - (j) Interpretation. Pronouns utilized herein shall be construed as the masculine, feminine, or neuter as applicable. The singular shall be construed as including the plural and the plural as singular as made necessary by.
 - (k) Headings. The section and paragraph headings contained in this Agreement are for reference purpose only and do not affect in any way the meaning or interpretation of this Agreement.
 - (l) Counterpart Originals and Electronic Transmission. This Agreement and any and all other documents contemplated hereby may be executed in two or more counterparts, without the necessity of all signatures being affixed to any one such counterpart so long as all signatures appear on the counterparts collectively, and each such counterpart shall be deemed an original and all of which shall constitute one and the same instrument. The original signature pages and notary acknowledgments, if any, from one or more separate original executed counterparts may be combined together with one or more other separate original executed counterparts to form a single document. This Agreement and any and all other documents contemplated hereby may be executed and delivered by facsimile transmission, electronic mail or other electronic means and the electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person. An electronic or photocopy of this Agreement, certified as being in full force and effect, shall be admissible into evidence in any judicial proceeding and no party shall be required to produce the copy of this Agreement containing the original signatures of the parties.

12. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, by nationally recognized courier service (such as Federal Express) with confirmation of receipt, or by electronic mail or other electronic transmission with computer confirmation of successful delivery without errors, to the other party or parties at the address set forth below, or at such other address as may

be supplied to the other parties from time to time by notice given in the foregoing manner. The date of personal delivery, delivery to such courier service, or electronic transmission, as the case may be, or three (3) days following the date of mailing, if mailed in the foregoing manner, shall be the date of such notice, election or demand. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice was sent shall not affect the validity of any notice, election or demand given in accordance with the provisions of this Escrow Agreement. Notice, election or demand given in any other manner shall be effective as of the date of actual receipt. For the purposes of this Agreement, and until changed as permitted hereinabove, the addresses of the parties are as follows:

SELLER: Burton Wiand
 114 Turner Street
 Clearwater, FL 33756
 Email: burt@burtonwwiandpa.com
 Telephone No.: 727-60-4679 (Shown for information purposes)

with a copy to: Tony Kelly

 Email: tony@abetterliferealty.com
 Telephone No.: _____ (Shown for information purposes)

BUYER: Brian and Cammie Ochs
 1511 Flintridge Rd
 Florence, KY 41042
 Attn: _____
 Email: ochsbl@yahoo.com
 Telephone No.: _____ (Shown for information purposes)

with a copy to: Amy Peterson

 Attn: _____
 Email: peteramy@realtracs.com
 Telephone No.: 615-474-6821 (Shown for information purposes)

13. Tax-Deferred Exchange Under I.R.C. Section 1031. Either party may incorporate in the sale or acquisition of the Property a so-called “deferred like-kind exchange” under Internal Revenue Code Section 1031, as amended. Both parties agree to cooperate with the other party to permit such party to accomplish the tax-deferred exchange, but at no additional expense or liability to the other party for the tax-deferred exchange, and with no delay in the Closing. Buyer’s and Seller’s cooperation will include, without limitation, executing such supplemental documents as either party may reasonably request.

(signatures on the following pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:



Burton W Wiand as Receiver for
EQUIALT FUND LLC

BUYER:


 11/16/23

Brian Ochs


 11/16/23

Cammie Ochs

BROKER'S ACKNOWLEDGEMENT

Kyle Gibson of Realty One Group Music City (Seller's Agent) hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent their compensation structure is discussed. The Broker hereby agrees to the compensation structure set forth in paragraph 8 above.



Seller's Agent

BUYERS' BROKER'S ACKNOWLEDGEMENT

Amy Peterson (Buyers' Agent) hereby acknowledge receipt of this Agreement and agree to be joined to this Agreement to the extent his compensation structure is discussed. The Buyer's Agent hereby agrees to the compensation structure set forth in paragraph 8 above.

 *Amy Peterson* 11/15/23
Buyers' Agent

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

RECEIVER'S DEED

Form of Deed

RECEIVER'S DEED	STATE OF TENNESSEE COUNTY OF _____ THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$_____.00 _____ Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ____ DAY OF _____, 2023. _____ Notary Public MY COMMISSION EXPIRES: _____ (AFFIX SEAL)	
THIS INSTRUMENT WAS PREPARED BY		
Matthew Noggle, Attorney at Law, 4235 Hillsboro Pike, Suite 300, Nashville, TN 37215		
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.(S)
(NAME)	(NAME)	
(ADDRESS)	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Burton W. Wiand, Receiver for _____ (the "Grantor"), has bargained and sold, and by these presents does hereby transfer, grant and convey to _____ (the "Grantee"), its successors and assigns, that certain parcel of land in _____ County, State of Tennessee, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Property").

Burton W. Wiand was appointed as Receiver for the Property pursuant to that certain Order Appointing Receiver in *Securities and Exchange Commission v. Brian Davison, et al.*,

United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 2020 (hereinafter referred to as the "Order" and attached hereto as Exhibit 1 and incorporated herein by this reference).

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions listed on Exhibit B, attached hereto, and incorporated herein by reference (the "Permitted Exceptions").

This is improved property located at _____.

TO HAVE AND TO HOLD the Property with all the appurtenances, estate, title, and interest thereunto belonging or in any wise appertaining unto the Grantees, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed effective as of the ____ day of _____, 2022.

GRANTOR:

Burton W. Wiand, Receiver

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Burton W. Wiand, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Receiver for _____, the within named Grantor, and that he as such Receiver, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

EXHIBIT 1 TO RECEIVER'S DEED

COURT ORDER

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-325-T-35AEP

BRIAN DAVISON,
BARRY M. RYBICKI,
EQUIALT LLC,
EQUIALT FUND, LLC
EQUIALT FUND II, LLC,
EQUIALT FUND III, LLC,
EA SIP, LLC,

Defendants,

and

128 E. DAVIS BLVD., LLC;
310 78TH AVE, LLC;
551 3D AVE S, LLC;
604 WEST AZEELE, LLC;
2101 W. CYPRESS, LLC;
2112 W. KENNEDY BLVD, LLC;
5123 E. BROADWAY AVE, LLC;
BLUE WATERS TI, LLC; BNAZ, LLC;
BR SUPPORT SERVICES, LLC;
BUNGALOWS TI, LLC;
CAPRI HAVEN, LLC; EA NY, LLC;
EQUIALT 519 3RD AVE S., LLC;
MCDONALD REVOCABLE LIVING TRUST;
ILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC.

Relief Defendants.

_____ /

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Private Sale of Real

Property Located in _____ County, Florida – Specifically,
_____, better known as
_____ County Property Appraiser’s Parcel Folio Number:
_____; (the “Motion”) (Dkt. ____). Upon due consideration of the Receiver’s powers
as set forth in the Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset
Freeze, and Other Injunctive Relief entered February 14, 2020 (Doc 10) and in the Order Granting Plaintiff’s
Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14,
2020, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at _____, better
known as _____ County Property Appraiser’s Parcel Folio Number:
_____; pursuant to the Purchase and Sale Agreement attached as Exhibit
____ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and
equitable, and in the best interests of the Receivership Estate.

The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to
_____ by way of a Special Warranty Deed, pursuant to Purchase and Sale Agreement, title
to the real property located in _____ County, Florida.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____ 2020.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

EXHIBIT A TO RECEIVER'S DEED

LEGAL DESCRIPTIONS (subject to change)

Being the same property conveyed to EQUIALT FUND LLC, by Warranty Deed dated November 15th, 2017, of record in Record Book 1634, Page 2466, Register's Office, Rutherford County, TN.

EXHIBIT 2

RESIDENTIAL BROKER PRICE OPINION

Loan # _____
 REO #: _____ This BPO is the Initial 2nd Opinion Updated Exterior Only DATE 12/1/2023
 PROPERTY ADDRESS: 2816 Cason Ln SALES REPRESENTATIVE: Kyle Gibson
Murfreesboro, TN 37128 BORROWER'S NAME: _____
 FIRM NAME: D.R. Horton COMPLETED BY: Raychel Calvert
 PHONE NO. 615-727-3347 FAX NO. _____

I. GENERAL MARKET CONDITIONS

Current market condition: Depressed Slow Stable Improving Excellent
 Employment conditions: Declining Stable Increasing
 Market price of this type property has:
 Decreased _____ % in past _____ months
 Increased _____ % in past _____ months
 Remained stable
 Estimated percentages of owner vs. tenants in neighborhood: _____ % owner occupant _____ % tenant
 There is a Normal supply oversupply shortage of comparable listings in the neighborhood
 Approximate number of comparable units for sale in neighborhood: 4
 No. of competing listings in neighborhood that are REO or Corporate owned: 0
 No. of boarded or blocked-up homes: 0

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ 445,000 to \$ 557,000
 The subject is an over improvement under improvement Appropriate improvement for the neighborhood.
 Normal marketing time in the area is: 45 days
 Are all types of financing available for the property? Yes No If no, explain _____
 Has the property been on the market in the last 12 months? Yes No If yes, \$ _____ list price (include MLS printout)
 To the best of your knowledge, why did it not sell? _____
 Unit Type: single family detached condo co-op mobile home
 single family attached townhouse modular
 If condo or other association exists: Fee \$ _____ monthly annually Current? Yes No Fee delinquent? \$ _____
 The fee includes: Insurance Landscape Pool Tennis Other _____
 Association Contact: Name: _____ Phone No.: _____

III. COMPETITIVE CLOSED SALES

ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address	2816 Cason Ln.	2412 Bullrush Ln		2804 Cason Ln		2417 Dewington Dr	
Proximity to Subject		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>	
Sale Price	\$ 455,000	\$ 587,000		\$ 465,000		\$ 595,000	
Price/Gross Living Area	\$ 161 Sq. Ft.	\$ 211 Sq. Ft.		\$ 182 Sq. Ft.		\$ 204 Sq. Ft.	
Sale Date & Days on Market	11/16/23 310 DOM	8/25/23 16 DOM		10/31/23 205 DOM		8/14/23 21 DOM	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Sales or Financing Concessions							
Location (City/Rural)	suburbs	suburbs		suburbs		suburbs	
Leasehold/Fee Simple							
Lot Size	.17 acres	.26 acres		.30 acres		.31 acres	
View							
Design and Appeal							
Quality of Construction							
Year Built	2017	2019		2017		2016	
Condition	existing	existing		existing		existing	
Above Grade Room Count	Total Bdrms	Total	Bdrms	Total	Bdrms	Total	Bdrms
	Baths						
Gross Living Area	4	3.5	4	3	4	2.5	4
Basement & Finished Rooms Below Grade	2,820 Sq. Ft.	2,817 Sq. Ft.		2,556 Sq. Ft.		2,912 Sq. Ft.	
Functional Utility							
Heating/Cooling							
Energy Efficient Items							
Garage/Carport	2 car garage	3 car garage		2 car garage		2 car garage	
Porches, Patio, Deck		play set,					
Fireplace(s), etc.		fence					
Fence, Pool, etc.							
Other							
Net Adj. (total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Adjusted Sales Price of Comparable			\$		\$		\$



REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied Vacant Unknown

As-is Minimal Lender Required Repairs Repaired Most Likely Buyer: Owner occupant Investor

V. REPAIRS

Itemize ALL repairs needed to bring property from its present "as is" condition to average marketable condition for the neighborhood. Check those repairs you recommend that we perform for most successful marketing of the property.

<input type="checkbox"/>	N/A	\$		<input type="checkbox"/>		\$	
<input type="checkbox"/>		\$		<input type="checkbox"/>		\$	
<input type="checkbox"/>		\$		<input type="checkbox"/>		\$	
<input type="checkbox"/>		\$		<input type="checkbox"/>		\$	
<input type="checkbox"/>		\$		<input type="checkbox"/>		\$	

GRAND TOTAL FOR ALL REPAIRS \$ _____

VI. COMPETITIVE LISTINGS										
ITEM	SUBJECT	COMPARABLE NUMBER 1			COMPARABLE NUMBER 2			COMPARABLE NUMBER 3		
Address	2816 Cason Ln	2823 Cason Ln			2832 Campanella Dr S			2821 Beulah Dr		
Proximity to Subject		REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>		
List Price	\$ 455,000	\$ 509,9000			\$ 499,000			\$ 577,000		
Price/Gross Living Area	\$ 161 Sq.Ft.	\$ 203 Sq.Ft.			\$ 198 Sq.Ft.			\$ 226 Sq.Ft.		
Data and/or Verification Sources	310 DOM	91 DOM			1 DOM			92 DOM		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	
Sales or Financing Concessions										
Days on Market and Date on Market										
Location (City/Rural)	suburbs	suburbs			suburbs			suburbs		
Leasehold/Fee Simple										
Lot Size	.17 acres	.19 acres			.20 acres			.35 acres		
View										
Design and Appeal										
Quality of Construction										
Year Built	2017	2017			2022			2013		
Condition	existing	existing			existing			existing		
Above Grade Room Count	Total Bdms Baths	Total Bdms Baths		Total Bdms Baths		Total Bdms Baths		Total Bdms Baths		
	4 3.5	4 3.5			3 3			3 3		
Gross Living Area	2,820 Sq. Ft.	2,516 Sq. Ft.			2,519 Sq. Ft.			2,555 Sq. Ft.		
Basement & Finished Rooms Below Grade										
Functional Utility										
Heating/Cooling										
Energy Efficient Items										
Garage/Carport	2 car garage	2 car garage			2 car garage			2 car garage		
Porches, Patio, Deck Fireplace(s), etc.								fence, patio deck		
Fence, Pool, etc.										
Other										
Net Adj. (total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	
Adjusted Sales Price of Comparable			\$		\$		\$		\$	

VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales).

AS IS	Market Value	Suggested List Price
	\$507,600	\$507,600
REPAIRED	_____	_____
30 Quick Sale Value	_____	_____

Last Sale of Subject, Price \$296,132 Date 11/15/2017

COMMENTS (Include specific positives/negatives, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc. Attach addendum if additional space is needed.)

Suggested price comes from the median sq. ft. of current listed homes in surrounding area, times this home's sq. ft.

180 x 2820 = 507,600 _____

Signature: Raychel Calvert

Date: 12/02/23



\$587,000 \$208/sqft **-Sold-**
 (Last List \$595,000 - \$211/sqft)
2412 Bullrush Ln
Murfreesboro, TN 37128
 4 Beds, 3 Baths, 2817 SqFt
Directions: From Interest 24, take 99 New Salem Hwy. Take a left onto Cason Lane through two roundabouts. Turn left onto Parkwood Drive . Bullrush Lane is on the left.

MLS #: 2551080

Status:	Closed 8/25/23
Year Built:	2019 Existing
County:	Rutherford County, TN
Subdivision:	Rivers Edge Sec 2
Class - Type:	Residential - Site Built
Annual Taxes:	\$3,222 124C C 028.00
Days On Market:	16
Source:	Realtracs

Public Remarks: Open concept layout with oversized study, Overlooking the open family room with lots of light, the covered patio is perfect for weekend barbecues. Backyard oasis, sodded yard with irrigation system and French drains. The owners suite w/ second bedroom down, two additional bedrooms up and mass...more

Private Remarks:

General Information

Acres: 0.26 / Calculated from Plat
Construction: Hardboard / Partial Brick
Listing Detail: Exclusive Right To Sell - Standard
Parking (Garage): 3 / Attached - FRONT
Association Fee: \$30 Monthly
Deed Book and Page: 1788 / 1965
Basement: None / Slab
Floors: Carpet / Tile / Vinyl
Lot: Level
Stories: 2
Mailbox: Mailbox

Rooms and Dimensions

Living Room:	17x21 / Great Room	Dining Room:	10x12 / Combination
Kitchen:	12x16 / Pantry	Den:	10x15
Primary Bath:	Shower Only / Primary Bedroom	Rec Room:	19x15 / 2nd Floor
Bed 1:	14x16 / Primary Bedroom Down	Hobby Room:	
Bed 2:	12x13	Additional Room 1:	
Bed 3:	12x13 / Extra Large Closet	Additional Room 2:	
Bed 4:	15x11 / Extra Large Closet		

Room Totals and Square Footage

Main Floor:	2 Beds	2 FB	0 HB	1863 SF
Second Floor:	2 Beds	1 FB		954 SF
Total:	4 Beds	3 Full Bath	0 Half Bath	2817 SqFt / Other

Utilities City Water / Public Sewer Central Air Cooling Electric	Appliances Electric Drop in Range Electric Single Oven Dishwasher / Disposal / Microwave / Refrigerator	Interior Features	Exterior Features Back Yard Fence No Pool Covered Patio
--	--	--------------------------	---

Schools

Elementary:	Scales Elementary School
Middle/JR:	Rockvale Middle School
High:	Rockvale High School

Miscellaneous

Financing:	Conventional / FHA / VA
Restrictions	Renting Permitted / Pets Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Jeff Wyatt / (615) 364-1153
List Office:	PARKS / (615) 896-4040

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	Jessica Warner / (615) 605-1873
Sales Office:	SimpliHOM / (855) 856-9466
Co-Sales Agent:	
Co-Sales Office:	
Terms:	Conventional
Possession:	Date of Deed
List Date:	7/14/23
Available for Showing Date:	

Under Contract Date:	8/7/23
Closing Date:	8/25/23
Contract to Closed Days:	18
Sales Price:	\$587,000
Seller Paid Closing Costs:	\$0
New Construction PreSale:	No
Original List Price:	\$600,000



\$465,000 \$182/sqft **-Sold-**
 (Last List \$465,000 - \$182/sqft)
2804 Cason Ln
Murfreesboro, TN 37128
 4 Beds, 2/1 Baths, 2556 SqFt
Directions: From [Nashville]: I-24 Exit 80 to New Salem Road, turn right, go approximately 2.5 miles, turn left onto Cason Lane, continue past the POOL it will be on the right. From [Franklin]: TN-96 E 20 mi, turn right on Veterans Pkwy 5 mi turn left Cason Ln

MLS #: 2474708

Status:	Closed 10/31/23
Year Built:	2017 Existing
County:	Rutherford County, TN
Subdivision:	Three Rivers Amendment Sec
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,662 124C A 002.00
Days On Market:	205
Source:	Realtracs

Public Remarks: This beautiful CORNER LOT, 6 year old home is sits in the highly sought after Three Rivers neighborhood. Less than 15 minutes from MTSU! Any accepted offers will be countered with the official Receivership Purchase & Sale Agreement. Buyers will receive a free and clear title along with a rece...more

Private Remarks: Unit will be vacant starting Jan 1st, 2023. Home sold 'As-is'. This home is part of an 7 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Titl...more

General Information

Acres: 0.30 / Calculated from Plat
Basement: None / Slab

Association Fee: \$100 Monthly
Community Amenities: Pool
Fireplaces: 1 / Living Room / Electric Fireplace

Association Fee Includes: Grounds Maintenance / Maint. on Pool/Tennis/Club
Construction: Partial Brick / Vinyl Siding

Deed Book and Page: 1634 / 2464
Listing Detail: Exclusive Right To Sell - Standard
Parking (Garage): 2 / Alley Access

Lot: 67.08 X 130 IRR / Level
Roof: Asphalt

Floors: Carpet / Finished Wood / Tile / Vinyl

Mailbox: Mailbox
Stories: 2

Rooms and Dimensions

Living Room:	17x13
Kitchen:	29x10 / Eat-In
Primary Bath:	Shower Tub Separate / Suite
Bed 1:	17x13 / Primary Bedroom Down
Bed 2:	12x10 / Extra Large Closet
Bed 3:	11x11 / Extra Large Closet
Bed 4:	11x10 / Extra Large Closet

Dining Room:	10x9 / Formal
Den:	
Rec Room:	17x13 / 2nd Floor
Hobby Room:	
Additional Room 1:	12x10 / Office
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	1 Bed	1 FB	1 HB	1637 SF
Second Floor:	3 Beds	1 FB	0 HB	919 SF
Total:	4 Beds	2 Full Bath	1 Half Bath	2556 SqFt / Tax Record

Utilities
 City Water / Public Sewer
 Central Air Cooling
 Central Heat

Appliances
 No Range Source
 Electric Built-in Oven
 Dishwasher / Freezer / Ice Maker / Microwave / Refrigerator

Interior Features
 Air Filter
 Ceiling Fan
 Walk-In Closets

Exterior Features
 Screened Patio

Schools

Elementary:	Rockvale Elementary
Middle/JR:	Rockvale Middle School
High:	Riverdale High School

Miscellaneous

Financing:	Conventional / FHA / Other
Restrictions	Renting Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Kyle Gibson / (615) 926-6356
List Office:	Realty One Group Music City / (615) 636-8244

Buyer Broker:	2
Dual/Variable:	No

Contract Information

Sales Agent:	Fereshte Mohammadi / (615) 972-8025
Sales Office:	Compass RE / (615) 475-5616
Co-Sales Agent:	
Co-Sales Office:	
Terms:	FHA
Possession:	Date of Deed
List Date:	1/6/23
Available for Showing Date:	

Under Contract Date:	8/4/23
Closing Date:	10/31/23
Contract to Closed Days:	88
Sales Price:	\$465,000
Seller Paid Closing Costs:	\$0
New Construction PreSale:	No
Original List Price:	\$478,000

Requested by: Raychel Calvert

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.
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Report Date: 11/30/23



\$595,000 \$204/sqft **-Sold-**
 (Last List \$609,000 - \$209/sqft)
2417 Dewington Dr Lot 192
Murfreesboro, TN 37128
 4 Beds, 3 Baths, 2912 SqFt
Directions: St. Andrews Drive. Left on Shady Forest. Left on Dewington Dr. House in Cul-de-sac on left

MLS #: 2539565

Status:	Closed 8/14/23
Year Built:	2016 Existing
County:	Rutherford County, TN
Subdivision:	Southern Meadows Sec 5
Class - Type:	Residential - Site Built
Annual Taxes:	\$3,127 1140 C 034.00
Days On Market:	21
Source:	Realtracs

Public Remarks: All Brick - 4Bedrooms-2 on Main Level -3 Full Baths .Master on main floor. Great room off gourmet kitchen. Living area with fireplace. Large bonus room over garage. Covered patio area. Large Lot in great school area. House built in 2016

Private Remarks: Agents call Pat Creech for all appointments @ 615-300-7799

General Information

Acres: 0.31 / Calculated from Plat
Association Transfer Fee: \$250
Construction: All Brick

Floors: Carpet / Finished Wood
Parking (Garage): 2 / Attached
Style: Contemporary

Association Fee: \$137 Quarterly
Basement: None / Other
Deed Book and Page: 1476 / 1173
Listing Detail: Exclusive Right To Sell - Standard
Roof: Composition Shingle

Association Fee Includes: Maint. on Pool/Tennis/Club
Community Amenities: Playground / Pool
Fireplaces: 1

Lot: 76 x 152 / Level
Stories: 2

Rooms and Dimensions

Living Room:	
Kitchen:	13x13 / Eat-In
Primary Bath:	Shower Tub Separate
Bed 1:	15x14 / Primary Bedroom Down
Bed 2:	14x11
Bed 3:	11x10
Bed 4:	13x13

Dining Room:	10x10 / Formal
Den:	
Rec Room:	20x17 / Wet Bar
Hobby Room:	
Additional Room 1:	10x10 / Breakfast Room
Additional Room 2:	20x11 / Gathering Room

Room Totals and Square Footage

Main Floor:	2 Beds	2 FB	0 HB	1954 SF
Second Floor:	2 Beds	1 FB		958 SF
Total:	4 Beds	3 Full Bath	0 Half Bath	2912 SqFt / Prior Appraisal

Utilities
 City Water / Public Sewer
 Central Air Cooling
 Central Heat

Appliances
 Electric Cooktop Range
 Electric Single Oven
 Dishwasher / Microwave / Refrigerator

Interior Features

Exterior Features
 No Pool
 Covered Patio

Schools

Elementary:	Salem Elementary School
Middle/JR:	Rockvale Elementary
High:	Rockvale High School

Miscellaneous

Financing:	
Miscellaneous:	Security System
Restrictions	Renting Permitted / Trailers Not Permitted / Pets Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Pat Creech / (615) 300-7799
List Office:	Coldwell Banker Barnes / (615) 893-1130

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	Clint Mullen / (615) 971-2413
Sales Office:	Zach Taylor Real Estate / (727) 692-6578
Co-Sales Agent:	
Co-Sales Office:	
Terms:	Conventional
Possession:	Date of Deed
List Date:	6/22/23
Available for Showing Date:	

Under Contract Date:	7/14/23
Closing Date:	8/14/23
Contract to Closed Days:	31
Sales Price:	\$595,000
Seller Paid Closing Costs:	\$0
New Construction PreSale:	No
Original List Price:	\$609,000



\$509,900 \$203/sqft **-For Sale-**
2823 Cason Ln
Murfreesboro, TN 37128
 4 Beds, 3/1 Baths, 2516 SqFt
Directions: From verterans parkway turn right
 on cason lane house on right

MLS #: 2564364

Status:	Active
Year Built:	2017 Existing
County:	Rutherford County, TN
Subdivision:	Three Rivers Amendment Sec
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,725 124C A 067.00
Days On Market:	91
Source:	Realtracs

Public Remarks: Welcome to this exquisite 4 bed, 3.5 bath home that effortlessly blends modern upgrades with timeless charm. Nestled in a desirable neighborhood, this stunning residence boasts a bonus area, offering versatile space for your unique needs. Step inside and be greeted by an open and airy floor p...more

Private Remarks: Sellers are having carpets stretched and cleaned. Both attic areas have had extra flooring laid down for more storage space, shelves in garage remain with property. Motivated seller bring us an offer.

General Information

Acres: 0.19 / Calculated from Plat
Basement: None / Slab

Association Fee: \$100 Monthly
Community Amenities: Playground / Pool

Association Fee Includes: Grounds Maintenance / Maint. on Pool/Tennis/Club
Construction: Hardboard

Deed Book and Page: 2360 / 3632
Lot: 69.1 X 130 IRR / Level

Floors: Carpet / Finished Wood / Tile
Parking (Garage): 2 / Attached - REAR

Listing Detail: Exclusive Right To Sell - Standard
Stories: 2

Rooms and Dimensions

Living Room:	/ Great Room
Kitchen:	
Primary Bath:	Shower Tub Separate / Double Vanities
Bed 1:	/ Primary Bedroom Down
Bed 2:	/ Bath
Bed 3:	/ Extra Large Closet
Bed 4:	/ Extra Large Closet

Dining Room:	/ Formal
Den:	
Rec Room:	/ 2nd Floor
Hobby Room:	
Additional Room 1:	
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	1 Bed	1 FB	1 HB	1457 SF
Second Floor:	3 Beds	2 FB		1059 SF
Total:	4 Beds	3 Full Bath	1 Half Bath	2516 SqFt / Tax Record

Utilities
 City Water / Public Sewer
 Electric / Central Air Cooling
 Central Heat / Electric

Appliances
 Electric Cooktop Range
 Electric Single Oven
 Dishwasher / Disposal /
 Energy Star Appliances /
 Microwave

Interior Features
 Ceiling Fan
 Extra Closets
 High Speed Internet
 Smart Appliance(s)
 Storage
 Walk-In Closets

Exterior Features

Schools

Elementary:	Rockvale Elementary
Middle/JR:	Rockvale Middle School
High:	Rockvale High School

Miscellaneous

Financing:	Conventional / FHA / VA
Restrictions	Renting Permitted / Trailers Not Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	🏠 Schedule Showing <i>powered by Realtracs</i>
List Agent:	Keleigh Richardson Wyatt / (615) 300-9537
List Office:	Zach Taylor Real Estate / (727) 692-6578

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	7/26/23
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$525,000

Requested by: Raychel Calvert

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.
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Report Date: 12/1/23



\$499,000 \$198/sqft **-For Sale-**
2832 Campanella Dr S
Murfreesboro, TN 37128
 3 Beds, 3 Baths, 2519 SqFt
Directions: From I-840 Exit Veterans Parkway and head south, Hayden Cove will be 8 miles down on your left. From Church St/HWY 231, take Veterans Parkway west and Hayden Cove will be 2 miles down on your right- just past Barfield Crescent Park.

MLS #: 2596929

Status:	Active
Year Built:	2022 Existing
County:	Rutherford County, TN
Subdivision:	Hayden Cove Sec 1
Class - Type:	Residential - Site Built
Annual Taxes:	\$482 124E D 047.00
Open House:	Sat 12/2/23 2 p.m. - 4 p.m.
Days On Market:	1
Source:	Realtracs

Public Remarks: TWO HOMES SIDE BY SIDE- separately listed!! This absolute immaculate home has been highly upgraded yet barely lived in and boasts a well-designed layout accommodating three bedrooms and a versatile flex room, perfect for a home office or hobby space. Its seamless connectivity between the mode...more

Private Remarks: Buyer and buyers agent to verify all pertinent information and square footage. Title for the seller to be Foundation Title and Escrow. Send offers to Charlie.Skidmore@Kw.com

General Information

Acres: 0.20 / Calculated from Plat	Association Fee: \$74 Monthly	Basement: None / Slab
Construction: Hardboard / Vinyl Siding	Deed Book and Page: 2318 / 3727	Fireplaces: 1 / Wood Burning
Floors: Carpet / Laminate / Tile	Listing Detail: Exclusive Right To Sell - Standard	Lot: Level
Parking (Garage): 2 / Attached	Parking (Open): / Driveway / On Street	Roof: Composition Shingle
Stories: 2	Style: Contemporary	

Rooms and Dimensions

Living Room:	17x18
Kitchen:	
Primary Bath:	
Bed 1:	15x13 / Primary Bedroom Down
Bed 2:	12x13
Bed 3:	9x13
Bed 4:	

Dining Room:	12x13
Den:	11x13
Rec Room:	15x14 / 2nd Floor
Hobby Room:	9x13 / Other
Additional Room 1:	
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	2 Beds	2 FB	0 HB	1877 SF
Second Floor:	1 Bed	1 FB		642 SF
Total:	3 Beds	3 Full Bath	0 Half Bath	2519 SqFt / Tax Record

Utilities City Water / STEP System Central Air Cooling Central Heat	Appliances Electric Drop in Range Electric Single Oven Dishwasher / Disposal / Microwave / Refrigerator	Interior Features Air Filter Extra Closets In-Law Quarters Storage Walk-In Closets	Exterior Features Covered Patio Patio
---	--	--	--

Schools

Elementary:	Barfield Elementary
Middle/JR:	Rockvale Middle School
High:	Rockvale High School

Miscellaneous

Financing:	Conventional / FHA / Other / VA
Restrictions	Renting Permitted / Trailers Not Permitted / Pets Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	Accessible Doors / Accessible Entrance / Accessible Hallways

Office and Showing Information

Showing Info:	📅 Schedule Showing <i>powered by Realtracs</i>
List Agent:	Charles (Charlie) Skidmore / (818) 277-9265
List Office:	Keller Williams Realty Mt. Juliet / (615) 758-8886

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	11/25/23
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$499,000

Requested by: Raychel Calvert

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.
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Report Date: 12/1/23



\$577,000 \$226/sqft **-For Sale-**
2821 Beulah Dr
Murfreesboro, TN 37128
 3 Beds, 3 Baths, 2555 SqFt
Directions: Head east on Eagleville Pike/New Salem Rd/Salem Pike Turn right onto Salem Creek Dr At the traffic circle, take the 1st exit onto Beulah Dr

MLS #: 2564921

Status:	Active
Year Built:	2013 Existing
County:	Rutherford County, TN
Subdivision:	Salem Creek Sec 1 Phs 2
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,813 114J B 009.10
Days On Market:	92
Source:	Realtracs

Public Remarks: Stunning 3 bedroom 3 bathroom home on a corner lot in Salem Creek with refreshed landscaping and much more! Spacious living with a grand formal living room that seamlessly flows into the family room. The kitchen and dining room are fit to entertain boasting white cabinets, a bar top with seat...more

Private Remarks: Please Contact the co-list agent with questions or offers. Buyer and buyer's agent to verify all pertinent information. Submit pre-approval with offer.

General Information

Acres: 0.35 / Calculated from Plat

Association Fee: \$45 Monthly

Association Fee Includes: Maint. on Pool/Tennis/Club

Association Transfer Fee: \$250

Basement: None / Slab

Community Amenities: Clubhouse / Pool / Underground Utilities

Construction: Partial Brick / Vinyl Siding

Deed Book and Page: 2318 / 1583

Fireplaces: 1 / Living Room / Gas

Floors: Carpet / Finished Wood / Tile

Listing Detail: Exclusive Right To Sell - Standard

Lot: 88 X 137 IRR

Mailbox: Mailbox

Parking (Garage): 2 / Attached - SIDE

Parking (Open): / Concrete / Driveway

Roof: Composition Shingle

Stories: 1.5

Style: Traditional

Rooms and Dimensions

Living Room:	14x17
Kitchen:	17x11 / Eat-In
Primary Bath:	Shower Tub Separate / Suite
Bed 1:	14x14
Bed 2:	11x12
Bed 3:	13x10
Bed 4:	15x17

Dining Room:	/ Formal
Den:	
Rec Room:	
Hobby Room:	
Additional Room 1:	
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	2 Beds	2 FB	0 HB	1897 SF
Second Floor:	1 Bed	1 FB	0 HB	658 SF
Total:	3 Beds	3 Full Bath	0 Half Bath	2555 SqFt / Tax Record

Utilities

Utility District Water / Public Sewer
 Electric / Central Air Cooling
 Central Heat / Electric

Appliances

Gas Cooktop Range
 Gas Single Oven
 Dishwasher / Microwave / Refrigerator

Interior Features

Ceiling Fan
 Extra Closets
 Utility Connection
 Walk-In Closets

Exterior Features

Back Yard Fence
 Garage Door Opener
 Covered Patio
 Deck
 Covered Porch

Schools

Elementary:	Scales Elementary School
Middle/JR:	Rockvale Middle School
High:	Blackman High School

Miscellaneous

Financing:	
Miscellaneous:	Fire Alarm / Smoke Detectors / Entry Foyer / Cable TV
Restrictions	Renting Not Permitted / Trailers Not Permitted / Pets Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	📅 Schedule Showing <i>powered by Zillow's ShowingTime</i>
Showing Phone:	(800) 746-9464
List Agent:	Gary Ashton / (615) 301-1650
List Office:	The Ashton Real Estate Group of RE/MAX Advantage / (615) 301-1631
Co-List Agent:	Jamie Ricke / (615) 509-3359
Co-List Office:	The Ashton Real Estate Group of RE/MAX Advantage / (615) 301-1631

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	

Requested by: Raychel Calvert

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.
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Report Date: 12/1/23

EXHIBIT 3

RESIDENTIAL BROKER PRICE OPINION

Loan # _____
 REO #: _____ This BPO is the Initial 2nd Opinion Updated Exterior Only DATE 12/1/2023
 PROPERTY ADDRESS: 2816 Cason Ln SALES REPRESENTATIVE: Kyle Gibson
Murfreesboro, TN 37128 BORROWER'S NAME: _____
 FIRM NAME: SimpliHOM COMPLETED BY: Ethan Pearson
 PHONE NO. _____ FAX NO. _____

I. GENERAL MARKET CONDITIONS

Current market condition: Depressed Slow Stable Improving Excellent
 Employment conditions: Declining Stable Increasing
 Market price of this type property has: Decreased _____ % in past _____ months
 Increased _____ % in past _____ months
 Remained stable
 Estimated percentages of owner vs. tenants in neighborhood: n/a % owner occupant n/a % tenant
 There is a Normal supply oversupply shortage of comparable listings in the neighborhood
 Approximate number of comparable units for sale in neighborhood: 3
 No. of competing listings in neighborhood that are REO or Corporate owned n/a
 No. of boarded or blocked-up homes: n/a

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ _____ to \$ _____
 The subject is an over improvement under improvement Appropriate improvement for the neighborhood.
 Normal marketing time in the area is: _____ days.
 Are all types of financing available for the property? Yes No If no, explain _____
 Has the property been on the market in the last 12 months? Yes No If yes, \$489,990 price (include MLS printout)
 To the best of your knowledge, why did it not sell? _____
 Unit Type: single family detached condo co-op mobile home
 single family attached townhouse modular
 If condo or other association exists: Fee \$ 100.00 monthly annually Current? Yes No Fee delinquent? \$ _____
 The fee includes: Insurance Landscape Pool Tennis Other _____
 Association Contact: Name: Three Rivers Homeowners Association Phone No.: (615) 274-2673

III. COMPETITIVE CLOSED SALES

ITEM		SUBJECT		COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address				2831 Cason Ln		2804 Cason Ln		3030 Leatherwood Dr	
Proximity to Subject				REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>	
Sale Price		\$		\$ 425,000		\$ 478,000		\$ 629,900	
Price/Gross Living Area		\$ Sq. Ft.		\$ <u>168.52</u> Sq. Ft. 2522		\$ <u>181.92</u> Sq. Ft. 2556		\$ <u>268.18</u> Sq. Ft. 2200	
Sale Date & Days on Market				Sold 09-18-23 DOM 4		Sold 10-31-23 DOM 205		Sold 09-07-23 DOM 38	
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION +/- Adjustment		DESCRIPTION +/- Adjustment		DESCRIPTION +/- Adjustment	
Sales or Financing Concessions									
Location (City/Rural)		city		city		city		city	
Leasehold/Fee Simple									
Lot Size		.18		.30		.20			
View									
Design and Appeal		Fiber cement & partial brick		partial brick & vinyl siding					
Quality of Construction									
Year Built		2017		2017		2020			
Condition									
Above Grade Room Count		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
		5 / 3		4 / 2.5		4 / 3			
Gross Living Area		Sq. Ft.		2522 Sq. Ft.		2556 Sq. Ft.		2200 Sq. Ft.	
Basement & Finished Rooms Below Grade									
Functional Utility		yes		yes		yes			
Heating/Cooling		yes		yes		yes			
Energy Efficient Items									
Garage/Carport		2 car garage		2 car garage		2 car garage			
Porches, Patio, Deck Fireplace(s), etc.		covered patio & covered porch		screened patio		screened patio / covered porch			
Fence, Pool, etc.						privacy fence			
Other									
Net Adj. (total)		<input type="checkbox"/> + <input type="checkbox"/> -		\$		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 13,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 39,900	
Adjusted Sales Price of Comparable				\$425,000		\$465,000		\$590,000	

REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied Vacant Unknown

As-is Minimal Lender Required Repairs Repaired Most Likely Buyer: Owner occupant Investor

V. REPAIRS

Itemize ALL repairs needed to bring property from its present "as is" condition to average marketable condition for the neighborhood. Check those repairs you recommend that we perform for most successful marketing of the property.

<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	_____	\$ _____

GRAND TOTAL FOR ALL REPAIRS \$ _____

VI. COMPETITIVE LISTINGS												
ITEM	SUBJECT			COMPARABLE NUMBER 1			COMPARABLE NUMBER 2			COMPARABLE NUMBER 3		
Address	2820 Cason Ln			2823 Cason Ln			2827 Cason Ln					
Proximity to Subject	REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>			REO/Corp <input type="checkbox"/>					
List Price	\$	\$ 473,000			\$ 525,000			\$ 478,000				
Price/Gross Living Area	\$	Sq.Ft.	\$ 178.00	Sq.Ft.	2501	\$ 203.00	Sq.Ft.	2516	\$ 174.00	Sq.Ft.	2556	
Data and/or Verification Sources	01-06-23			07-26-23			01-06-23					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	
Sales or Financing Concessions		sales		sales		sales						
Days on Market and Date on Market		325		91		325						
Location (City/Rural)		city		city		city						
Leasehold/Fee Simple												
Lot Size		.22		.19		.18						
View												
Design and Appeal												
Quality of Construction												
Year Built		2017		2017		2017						
Condition												
Above Grade Room Count	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths	Total	Bdms	Baths
				4	/	2.5	4	/	3.5	4	/	2.5
Gross Living Area		Sq. Ft.	2501	Ft.	2516	Ft.	2556	Ft.				
Basement & Finished Rooms Below Grade												
Functional Utility		yes		yes		yes						
Heating/Cooling		yes		yes		yes						
Energy Efficient Items												
Garage/Carport		2 car garage		2 car garage		2 car garage						
Porches, Patio, Deck Fireplace(s), etc.		screened patio				screened patio						
Fence, Pool, etc.						back yard fence						
Other												
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 28,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 15,100	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 28,000					
Adjusted Sales Price of Comparable			\$ 445,000		\$ 509,900		\$ 445,000					

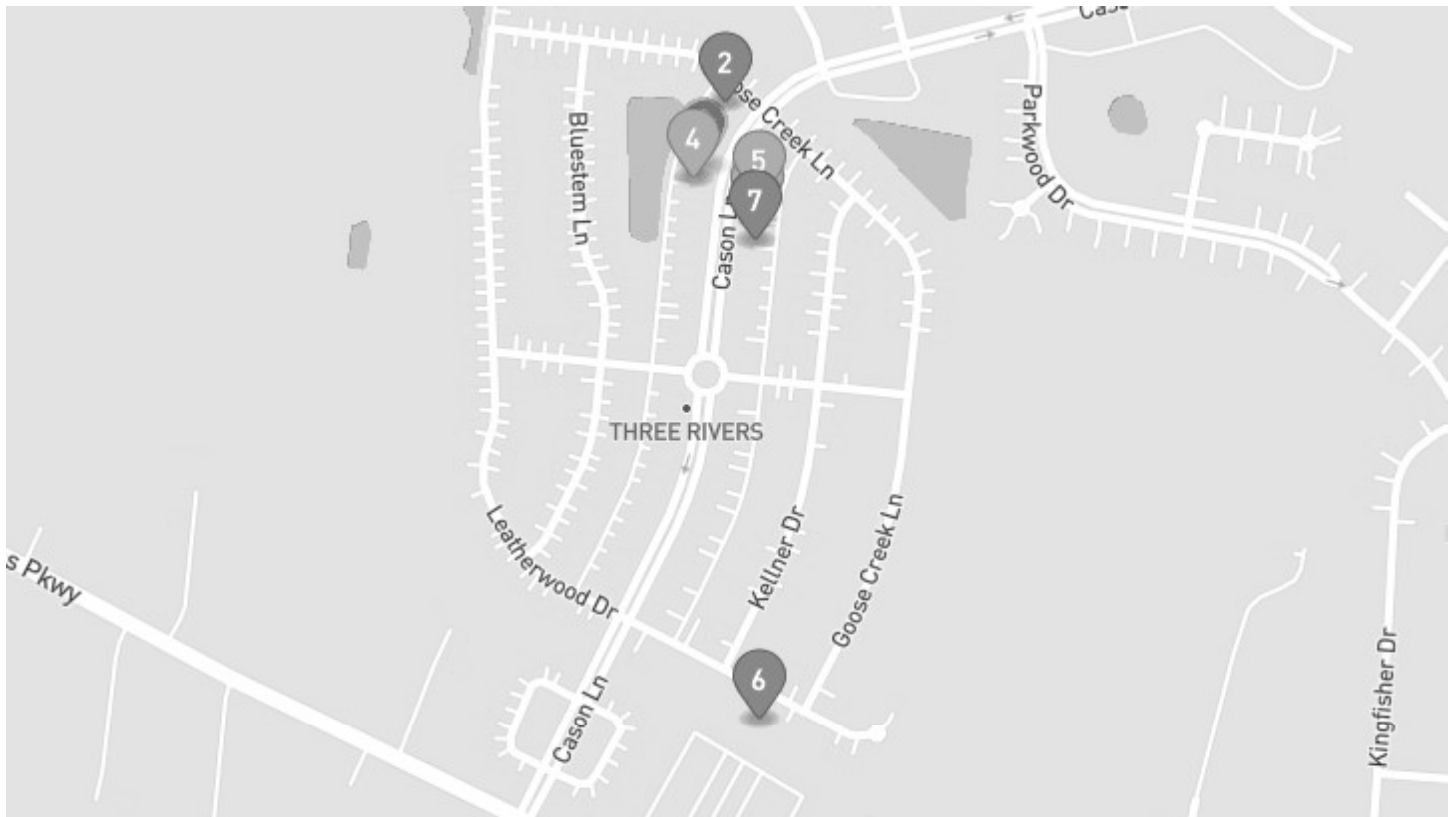
VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales).

	Market Value	Suggested List Price
AS IS	\$470,000	_____
REPAIRED	_____	_____
30 Quick Sale Value	_____	_____
Last Sale of Subject, Price	Date	

COMMENTS (Include specific positives/negatives, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc. Attach addendum if additional space is needed.)

Signature: Ethan Pearson dotloop verified 12/01/23 5:27 PM CST X3UC-MGMX-RANU-60UK Date: 12/01/2023

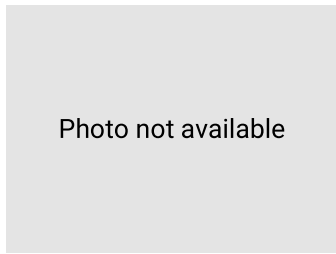
Map of Comparable Listings



STATUS: **S** = CLOSED **A** = ACTIVE

MLS #	STATUS	ADDRESS	BEDS	BATHS	SQFT	PRICE
1 Subject		2816 Cason Ln	-	-	-	-
2 2474708	S	2804 Cason Ln	4	3.00	2,556	\$465,000
3 2474767	A	2827 Cason Ln	4	3.00	2,556	\$445,000
4 2474761	A	2820 Cason Ln	4	3.00	2,501	\$445,000
5 2564364	A	2823 Cason Ln	4	4.00	2,516	\$509,900
6 2535196	S	3030 Leatherwood Dr	4	3.00	2,200	\$590,000
7 2564507	S	2831 Cason Lane	5	3.00	2,522	\$425,000

Comparable Properties



2816 Cason Lane
Murfreesboro, Tennessee 37128
SUBJECT PROPERTY

2804 Cason Ln
Murfreesboro, Tennessee 37128
CLOSED 10/31/23

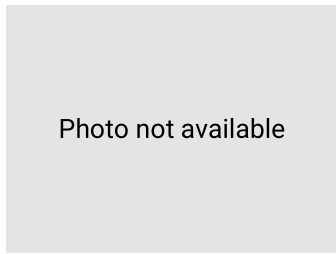
2827 Cason Ln
Murfreesboro, Tennessee 37128
ACTIVE 1/6/23

2820 Cason Ln
Murfreesboro, Tennessee 37128
ACTIVE 1/6/23

Details

MLS #	MLS #	MLS #	MLS #
2816	2804	2827	2820
List Price	List Price	List Price	List Price
Sold Price	Sold Price	Sold Price	Sold Price
Adjusted Price	Adjusted Price	Adjusted Price	Adjusted Price
Sold Date	Sold Date	Sold Date	Sold Date
\$/Sold	\$/Sqft	\$/Sqft	\$/Sqft
DOM	DOM	DOM	DOM
Year Built	Year Built	Year Built	Year Built
Sqft	Sqft	Sqft	Sqft
Lot Size (sqft)	Lot Size (sqft)	Lot Size (sqft)	Lot Size (sqft)
Area	Area	Area	Area
Taxes	Taxes	Taxes	Taxes
Beds	Beds	Beds	Beds
Baths	Baths	Baths	Baths
Garages	Garages	Garages	Garages
Acres	Acres	Acres	Acres
	Realty One Group Music City	Realty One Group Music City	Realty One Group Music City

Comparable Properties



2816 Cason Lane
Murfreesboro, Tennessee 37128
SUBJECT PROPERTY

2823 Cason Ln
Murfreesboro, Tennessee 37128
ACTIVE 7/26/23

3030 Leatherwood Dr
Murfreesboro, Tennessee 37128
CLOSED 9/7/23

2831 Cason Lane
Murfreesboro, Tennessee 37128
CLOSED 9/18/23

Details

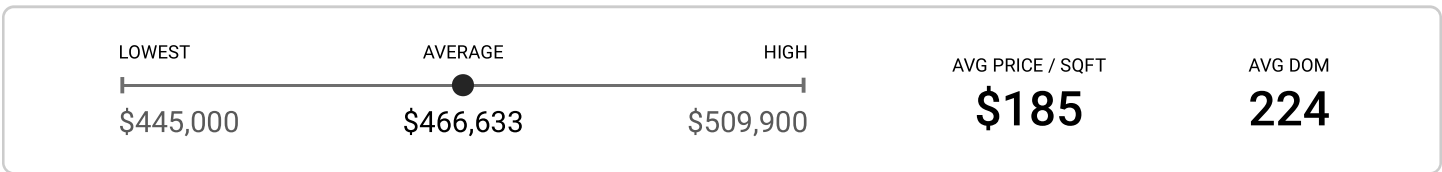
MLS #	-	MLS #	2564364	MLS #	2535196	MLS #	2564507
List Price	-	List Price	\$509,900	List Price	\$619,900	List Price	\$425,000
Sold Price	-	Sold Price	-	Sold Price	\$590,000	Sold Price	\$425,000
Adjusted Price	-	Adjusted Price	-	Adjusted Price	-	Adjusted Price	-
Sold Date	-	Sold Date	-	Sold Date	9/7/23	Sold Date	9/18/23
\$/Sold	-	\$/Sqft	\$203	\$/Sqft	\$268	\$/Sqft	\$169
DOM	-	DOM	77	DOM	38	DOM	4
Year Built	-	Year Built	2017	Year Built	2020	Year Built	2017
Sqft	-	Sqft	2,516	Sqft	2,200	Sqft	2,522
Lot Size (sqft)	-	Lot Size (sqft)	8,277	Lot Size (sqft)	8,712	Lot Size (sqft)	7,841
Area	-	Area	-	Area	-	Area	-
Taxes	-	Taxes	2725.0	Taxes	2789.0	Taxes	2715.0
Beds	-	Beds	4	Beds	4	Beds	5
Baths	-	Baths	4.00	Baths	3.00	Baths	3.00
Garages	-	Garages	2	Garages	2	Garages	2
Acres	0	Acres	0.19	Acres	0.2	Acres	0.18
			Zach Taylor Real Estate		Regent Realty		Keller Williams Realty Mt. Juliet

Comparable Property Statistics

S 3 Sold Listings



A 3 Active Listings



Sold Property Analysis

Averages

96.98%

Homes sold for an average of 96.98% of their list price.

82

Days on market

It took an average of 82 days for a home to sell.

Analysis

ADDRESS	ORIG LIST PRICE	SOLD PRICE	% OF ORIG LIST PRICE	DOM	\$ PER SQFT
2804 Cason Ln	\$478,000	\$465,000	97.28%	205	\$182
3030 Leatherwood Dr	\$629,900	\$590,000	93.67%	38	\$268
2831 Cason Lane	\$425,000	\$425,000	100.00%	4	\$169
Averages	\$510,966	\$493,333	96.98%	82	\$206

Contact Me

Ethan Pearson

EXHIBIT 4

RESIDENTIAL BROKER PRICE OPINION

Loan # _____

REO #: _____ This BPO is the Initial 2nd Opinion Updated Exterior Only DATE 12/8/2023

PROPERTY ADDRESS: 2816 Cason Lane Murf TN SALES REPRESENTATIVE: Kyle Gibson
Murfreesboro TN 37128 BORROWER'S NAME: ---

FIRM NAME: Keller Williams COMPLETED BY: Journey Stokes

PHONE NO. 615.469.1412 FAX NO. _____

I. GENERAL MARKET CONDITIONS

Current market condition: Depressed Slow Stable Improving Excellent
 Employment conditions: Declining Stable Increasing
 Market price of this type property has: Decreased _____ % in past _____ months
 Increased _____ % in past _____ months
 Remained stable

Estimated percentages of owner vs. tenants in neighborhood: _____ % owner occupant _____ % tenant

There is a Normal supply oversupply shortage of comparable listings in the neighborhood

Approximate number of comparable units for sale in neighborhood: 3

No. of competing listings in neighborhood that are REO or Corporate owned: 0

No. of boarded or blocked-up homes: 0

II. SUBJECT MARKETABILITY

Range of values in the neighborhood is \$ 435,000 to \$ 530,000

The subject is an over improvement under improvement Appropriate improvement for the neighborhood.

Normal marketing time in the area is: 60 days.

Are all types of financing available for the property? Yes No If no, explain _____

Has the property been on the market in the last 12 months? Yes No If yes, \$ _____ list price (include MLS printout)

To the best of your knowledge, why did it not sell? _____

Unit Type: single family detached condo co-op mobile home
 single family attached townhouse modular

If condo or other association exists: Fee \$ _____ monthly annually Current? Yes No Fee delinquent? \$ _____

The fee includes: Insurance Landscape Pool Tennis Other _____

Association Contact: Name: _____ Phone No.: _____

III. COMPETITIVE CLOSED SALES

ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address	2816 Cason Lane	2804 Cason Lane Murf.		1244 Catawba Way		1234 Catawba Way	
Proximity to Subject		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>	
Sale Price	\$ 455,000	\$ 465,000		\$ 370,000		\$ 370,000	
Price/Gross Living Area	\$ 161 Sq. Ft.	\$ 188 Sq. Ft.		\$ 183 Sq. Ft.		\$ 183 Sq. Ft.	
Sale Date & Days on Market	UC 11/16/2023 309	sold 10/31/2023 147		sold 10/19/2023 147		sold 10/19/2023 155	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Sales or Financing Concessions							
Location (City/Rural)	Murf.subbrubs	Murf.subbrubs		Murf.subbrubs		Murf.subbrubs	
Leasehold/Fee Simple							
Lot Size							
View							
Design and Appeal	---	---		---		---	
Quality of Construction							
Year Built	2017	2017		2018		2018	
Condition	existing	Existing		Existing		existing	
Above Grade Room Count	Total Bdrms Baths 4 3.50	Total Bdrms Baths 4 2.50		Total Bdrms Baths 5 3.00		Total Bdrms Baths 4 2.50	
Gross Living Area	2820 Sq. Ft.	2556 Sq. Ft.		2183 Sq. Ft.		2183 Sq. Ft.	
Basement & Finished Rooms Below Grade							
Functional Utility							
Heating/Cooling	central	central		central		central	
Energy Efficient Items							
Garage/Carport	2/Alley access	2/Alley Access		2/attached front		2/attached front	
Porches, Patio, Deck							
Fireplace(s), etc.							
Fence, Pool, etc.							
Other							
Net Adj. (total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Adjusted Sales Price of Comparable			\$		\$		\$

REO#

Loan #

IV. MARKETING STRATEGY

Occupancy Status: Occupied Vacant Unknown

As-is Minimal Lender Required Repairs Repaired Most Likely Buyer: Owner occupant Investor

V. REPAIRS

Itemize ALL repairs needed to bring property from its present "as is" condition to average marketable condition for the neighborhood. Check those repairs you recommend that we perform for most successful marketing of the property.

<input type="checkbox"/> n/a	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____
<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	\$ _____

GRAND TOTAL FOR ALL REPAIRS \$ _____


VI. COMPETITIVE LISTINGS							
ITEM	SUBJECT	COMPARABLE NUMBER 1		COMPARABLE NUMBER 2		COMPARABLE NUMBER 3	
Address	2816 Cason Lane	2820 Cason Lane Murf.TN		2629 Eldin Creek Murf.TN		2823 Cason Lane Murf.TN	
Proximity to Subject		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>		REO/Corp <input type="checkbox"/>	
List Price	\$ 455,000	\$ 445,000		\$ 439,736		\$ 509,900	
Price/Gross Living Area	\$ 161 Sq.Ft.	\$ 178 Sq.Ft.		\$ 223 Sq.Ft.		\$ 203 Sq.Ft.	
Data and/or Verification Sources							
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment	DESCRIPTION	+(-)Adjustment
Sales or Financing Concessions		---		---		---	
Days on Market and Date on Market		332 1/10/2023		30 11/08/2023		98 09/01/23	
Location (City/Rural)		suburbs		suburbs		suburbs	
Leasehold/Fee Simple							
Lot Size	0.17 acres	.22 acres		>.25 acres		.19 acres	
View							
Design and Appeal							
Quality of Construction							
Year Built	2017	2017		2023		2017	
Condition	existing	existing		existing		existing	
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Gross Living Area	Sq. Ft.	Sq. Ft.		Sq. Ft.		Sq. Ft.	
Basement & Finished Rooms Below Grade							
Functional Utility							
Heating/Cooling	central	central		central		central	
Energy Efficient Items							
Garage/Carport	2/ alley access	2/alley access		2/driveway		2/attached rear	
Porches, Patio, Deck Fireplace(s), etc.							
Fence, Pool, etc.							
Other							
Net Adj. (total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> - -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Adjusted Sales Price of Comparable			\$		\$		\$

VI. THE MARKET VALUE (The value must fall within the indicated value of the Competitive Closed Sales).

	Market Value	Suggested List Price
AS IS	460,000	460,000
REPAIRED	_____	_____
30 Quick Sale Value	_____	_____

Last Sale of Subject, Price \$296,132 Date 11/15/2017

COMMENTS (Include specific positives/negatives, special concerns, encroachments, easements, water rights, environmental concerns, flood zones, etc. Attach addendum if additional space is needed.)

Signature: 

Date: 12/8/2023 | 6:08 PM PST

**\$399,990** \$183/sqft - Off Market -**1234 Catawba Way**
Murfreesboro, TN 37130

4 Beds, 2/1 Baths, 2183 SqFt

Directions: On I-24 Heading South, take exit 81B towards S Church St, Take Right on S Rutherford Blvd, go straight into N Rutherford blvd, Take Right on Gold Valley Dr, Take Right on Catawba Way.

MLS #: 2404462

Status:	Expired
Year Built:	2018 Existing
County:	Rutherford County, TN
Subdivision:	Eastwoods Sec 5
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,064 081N E 019.00
Days On Market:	182
Source:	Realtracs

Public Remarks: Great home less than 5 minutes from MTSU! Large downstairs open concept with office/play room on bottom level with Half Bath. Huge Master Suite up with spacious walk-in closet and double vanity bathroom. 3 more Bedrooms up with Large Guest Full Bathroom up! Property is under a Federal Receive...more

Private Remarks: Home sold 'As-is'. This home is part of an 7 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Title & Escrow.

General Information**Acres:** 0.21 / Calculated from Plat**Basement:** None / Slab**Construction:** Vinyl Siding**Deed Book and Page:** 1706 / 1373**Fireplaces:** Electric Fireplace**Floors:** Carpet / Laminate / Vinyl**Listing Detail:** Exclusive Right To Sell - Standard**Lot:** Sloped**Mailbox:** Mailbox**Parking (Garage):** 2 / Attached - FRONT**Parking (Open):** 2 / Driveway**Stories:** 2**Rooms and Dimensions**

Living Room:	14x18 / Great Room
Kitchen:	8x11 / Pantry
Primary Bath:	Tub Shower Combo / Double Vanities
Bed 1:	13x16 / Primary Bedroom Up
Bed 2:	9x15 / Extra Large Closet
Bed 3:	10x14 / Extra Large Closet
Bed 4:	10x14 / Extra Large Closet

Dining Room:	
Den:	
Rec Room:	
Hobby Room:	11x13 / Other
Additional Room 1:	
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	0 Bed	0 FB	1 HB	1083 SF
Second Floor:	4 Beds	2 FB		1100 SF
Total:	4 Beds	2 Full Bath	1 Half Bath	2183 SqFt / Other

UtilitiesCity Water / Public Sewer
Electric / Central Air Cooling
Central Heat / Electric**Appliances**No Range Source
Electric Single Oven
Dishwasher / Ice Maker /
Microwave / Refrigerator**Interior Features**Air Filter
Ceiling Fan
Extra Closets
Storage
Walk-In Closets**Exterior Features**No Pool
Covered Porch**Schools**

Elementary:	Reeves-Rogers Elementary
Middle/JR:	Oakland Middle School
High:	Oakland High School

Miscellaneous

Financing:	
Restrictions	Renting Permitted / Trailers Not Permitted / Pets Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Kyle Gibson / (615) 926-6356
List Office:	Realty One Group Music City / (615) 636-8244

Buyer Broker:	2
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	5/20/22
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$399,990

**\$400,000** \$183/sqft - Off Market -

1244 Catawba Way
Murfreesboro, TN 37130

5 Beds, 3 Baths, 2183 SqFt

Directions: On I-24 Heading South, take exit 81B towards S Church St, Take Right on S Rutherford Blvd, go straight into N Rutherford blvd, Take Right on Gold Valley Dr, Take Right on Catawba Way.

MLS #: 2423521

Status:	Expired
Year Built:	2018 Existing
County:	Rutherford County, TN
Subdivision:	Eastwoods Sec 5
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,048 081N E 023.00
Days On Market:	147
Source:	Realtracs

Public Remarks: Investors and Landlords welcome! Great home less than 5 minutes from MTSU! This home is currently tenant occupied. Large downstairs open concept with office/play room on bottom level with Half Bath. Huge Master Suite up with spacious walk-in closet and double vanity bathroom. Financials and r...more
Private Remarks: Home sold 'As-is'. This home is part of an 7 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Title & Escrow.

General Information

Acres: 0.14 / Calculated from Plat
Basement: None / Slab
Construction: Vinyl Siding
Deed Book and Page: 1699 / 2182

Floors: Carpet / Vinyl
Listing Detail: Exclusive Right To Sell - Standard
Lot: Sloped
Mailbox: Mailbox

Parking (Garage): 2 / Attached - FRONT
Parking (Open): 1 / Concrete / Driveway
Roof: Asphalt
Stories: 2

Rooms and Dimensions

Living Room:	14x18 / Combination
Kitchen:	11x8 / Eat-In
Primary Bath:	Tub Shower Combo / Double Vanities
Bed 1:	13x16 / Primary Bedroom Up
Bed 2:	15x9 / Extra Large Closet
Bed 3:	10x14 / Extra Large Closet
Bed 4:	10x14 / Extra Large Closet

Dining Room:	
Den:	
Rec Room:	
Hobby Room:	
Additional Room 1:	11x13 / Bedroom 5
Additional Room 2:	10x8 / Breakfast Room

Room Totals and Square Footage

Main Floor:	1 Bed	1 FB	0 HB	1083 SF
Second Floor:	4 Beds	2 FB	0 HB	1100 SF
Total:	5 Beds	3 Full Bath	0 Half Bath	2183 SqFt / Tax Record

Utilities

City Water / Public Sewer
 Electric / Dual Cooling
 Electric

Appliances

No Range Source
 Electric Single Oven
 Dishwasher / Freezer / Ice
 Maker / Microwave /
 Refrigerator

Interior Features

Air Filter
 Ceiling Fan
 Walk-In Closets

Exterior Features

No Pool
 Garage Door Opener
 Patio

Schools

Elementary:	Reeves-Rogers Elementary
Middle/JR:	Oakland Middle School
High:	Oakland High School

Miscellaneous

Financing:	Conventional / FHA / Other
Restrictions	Renting Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	Call Agent
List Agent:	Kyle Gibson / (615) 926-6356
List Office:	Realty One Group Music City / (615) 636-8244

Buyer Broker:	2
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	7/22/22
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$400,000

**\$480,000** \$188/sqft - Off Market-**2804 Cason Ln****Murfreesboro, TN 37128**

4 Beds, 2/1 Baths, 2556 SqFt

Directions: From [Nashville]: I-24 Exit 80 to New Salem Road, turn right, go approximately 2.5 miles, turn left onto Cason Lane, continue past the POOL it will be on the right. From [Franklin]: TN-96 E 20 mi, turn right on Veterans Pkwy 5 mi turn left Cason Ln

MLS #: 2423524

Status:	Expired
Year Built:	2017 Existing
County:	Rutherford County, TN
Subdivision:	Three Rivers Amendment Sec
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,662 124C A 002.00
Days On Market:	147
Source:	Realtracs

Public Remarks: This beautiful CORNER LOT, 5 year old home is currently tenant occupied and sits in the highly sought after Three Rivers neighborhood. Less than 15 minutes from MTSU! Financials and rent rolls are available upon request. Any accepted offers will be countered with the official Receivership Pur...more

Private Remarks: Unit will be vacant starting Jan 1st, 2023. Home sold 'As-is'. This home is part of an 7 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Titl...more

General Information**Acres:** 0.30 / Calculated from Plat**Association Fee:** \$100 Monthly**Association Fee Includes:** Grounds

Maintenance / Maint. on Pool/Tennis/Club

Basement: None / Slab**Community Amenities:** Pool**Construction:** Partial Brick / Vinyl Siding**Deed Book and Page:** 1634 / 2464**Fireplaces:** 1 / Living Room / Electric Fireplace**Floors:** Carpet / Finished Wood / Tile / Vinyl**Listing Detail:** Exclusive Right To Sell - Standard**Lot:** 67.08 X 130 IRR / Level**Mailbox:** Mailbox**Parking (Garage):** 2 / Alley Access**Roof:** Asphalt**Stories:** 2**Rooms and Dimensions**

Living Room:	17x13
Kitchen:	29x10 / Eat-In
Primary Bath:	Shower Tub Separate / Suite
Bed 1:	17x13 / Primary Bedroom Down
Bed 2:	12x10 / Extra Large Closet
Bed 3:	11x11 / Extra Large Closet
Bed 4:	11x10 / Extra Large Closet

Dining Room:	10x9 / Formal
Den:	
Rec Room:	17x13 / 2nd Floor
Hobby Room:	
Additional Room 1:	12x10 / Office
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	1 Bed	1 FB	1 HB	1637 SF
Second Floor:	3 Beds	1 FB	0 HB	919 SF
Total:	4 Beds	2 Full Bath	1 Half Bath	2556 SqFt / Tax Record

Utilities

City Water / Public Sewer
Central Air Cooling
Central Heat

Appliances

No Range Source
Electric Built-in Oven
Dishwasher / Freezer / Ice
Maker / Microwave /
Refrigerator

Interior Features

Air Filter
Ceiling Fan
Walk-In Closets

Exterior Features

Screened Patio

Schools

Elementary:	Rockvale Elementary
Middle/JR:	Rockvale Middle School
High:	Riverdale High School

Miscellaneous

Financing:	Conventional / FHA / Other
Restrictions	Renting Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	Call Agent
List Agent:	Kyle Gibson / (615) 926-6356
List Office:	Realty One Group Music City / (615) 636-8244

Buyer Broker:	2
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	7/22/22
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$480,000



\$439,736 \$223/sqft **-For Sale-**

2629 Eldin Creek Lot GTR143
Murfreesboro, TN 37128

2 Beds, 3 Baths, 1974 SqFt

Directions: Take I-24 East to Exit 78A. Right on Hwy 96 towards Franklin. Left on Cason Lane. At the traffic circle, take the 2nd exit to stay straight on Cason Lane. After the second traffic circle turn left onto Eldon Creek. Turn Left Elmcroft (2548)

MLS #: 2591584

Status:	Active
Year Built:	2023 New - Completion 2/28/24
County:	Rutherford County, TN
Subdivision:	Gardens of Three Rivers
Class - Type:	Residential - HPR-Attached
Annual Taxes:	\$2,866
Days On Market:	30
Source:	Realtracs

Public Remarks: Introducing the Cambridge floor plan from Patterson Company. Offering 2 bedrooms on the main floor + a bonus rooms, these 2 car garage patio townhomes are one of a kind. Modern, open and naturally lit living spaces complimented with impeccable fit and finish. A rear patio option opening to a back yard and green space offers maintenance free outdoor living. Pictures are from a similar, completed home. This is a to be built, builder spec home. Base pricing subject to change. Includes FREE Hard Surface Flooring Throughout, 2" Faux Wood Blinds, Towel Rod Package, and Stainless Steel Refrigerator. Package valued at \$12,750. For new contracts on select homes written by December 22, 2023 and closed by March 31, 2024. Call our onsite sales agent for more information.

Private Remarks: Please call Cameron Mackintosh 240-357-7236 for more information. - Taxes listed are estimated -Builder is offering \$10,000 flex cash with use of the preferred lender. Preferred lender is offering 1% of loan value towards buyer's closing costs.

General Information

Acres: Less than 0.25 / Owner Provided

Association Fee: \$175 Monthly

Association Fee Includes: Exterior Maintenance / Grounds Maintenance / Insurance / Maint. on Pool/Tennis/Club

Association Transfer Fee: \$250

Basement: None / Crawl

Community Amenities: Pool / Underground Utilities

Construction: Fiber Cement / Partial Brick

Floors: Carpet / Finished Wood / Tile

Listing Detail: Exclusive Right To Sell - Standard

Lot: Level

Mailbox: Central

Parking (Garage): 2 / Attached - FRONT

Parking (Open): 2 / Concrete / Driveway

Roof: Composition Shingle

Stories: 2

Style: Traditional

Unit Location: End

Rooms and Dimensions

Living Room:	16x11 / Great Room
Kitchen:	13x11 / Pantry
Primary Bath:	Shower Only / Double Vanities
Bed 1:	16x12 / Primary Bedroom Down
Bed 2:	13x12 / Extra Large Closet
Bed 3:	
Bed 4:	

Dining Room:	11x9 / Combination
Den:	
Rec Room:	25x13 / 2nd Floor
Hobby Room:	
Additional Room 1:	11x11 / Office
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	2 Beds	2 FB	0 HB	1496 SF
Second Floor:	0 Bed	1 FB		478 SF
Total:	2 Beds	3 Full Bath	0 Half Bath	1974 SqFt / Owner Supplied

Utilities

City Water / Public Sewer
 Electric / Central Air Cooling
 Central Heat / Electric

Appliances

Electric Built in Range
 Electric Single Oven
 Dishwasher / Disposal /
 Microwave

Interior Features

Extra Closets
 Smart Thermostat
 Storage
 Utility Connection
 Walk-In Closets

Exterior Features

Smart Lock(s)
 Covered Patio

Schools

Elementary:	Barfield Elementary
Middle/JR:	Rockvale Middle School
High:	Rockvale High School

Miscellaneous

Financing:	Conventional / FHA / VA
Miscellaneous:	Smoke Detectors / Entry Foyer / Home Network
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	Call Agent
Showing Phone:	(615) 327-0101
List Agent:	Grant Burnett /
List Office:	PARKS / (615) 370-8669
Co-List Agent:	Cameron Mackintosh /
Co-List Office:	PARKS / (615) 370-8669

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	11/8/23
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$439,736

Requested by: Journey Stokes

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.
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Report Date: 12/8/23



\$445,000 \$178/sqft **-For Sale-**

2820 Cason Ln
Murfreesboro, TN 37128

4 Beds, 2/1 Baths, 2501 SqFt

Directions: From [Nashville]: I-24 Exit 80 to New Salem Road, turn right, go approximately 2.5 miles, turn left onto Cason Lane, continue past the POOL it will be on the right. From [Franklin]: TN-96 E 20 mi, turn right on Veterans Pkwy 5 mi turn left Cason Ln

MLS #: 2474761

Status:	Active
Year Built:	2017 Existing
County:	Rutherford County, TN
Subdivision:	Three Rivers Amendment Sec
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,654 124C A 006.00
Days On Market:	332
Source:	Realtracs

Public Remarks: Price Reduced!!! Seller now offering up to 3% towards buyer's closing costs. Location, Location! Newly Painted! Beautiful 6 year old home that sits in the highly sought after Three Rivers neighborhood. Less than 15 minutes from MTSU! Open concept with Beautiful Master Suite Up which includes Large Office area, walk-in closet and double vanity, shower/tub combo. Full guest bath up. Huge Kitchen with formal dining area! Property is under a Federal Receivership and home is being sold 'As-is'. Please allow 60-90 days for sellers process to close.

Private Remarks: Home sold 'As-is'. This home is part of an 4 property portfolio in Murfreesboro and is available for bulk purchase if desired. See attached file for all properties currently for sale in the portfolio. Escrow agent is Matthew Noggle with Gardner Title & Escrow.

General Information

Acres: 0.22 / Calculated from Plat

Association Fee: \$100 Monthly

Association Fee Includes: Grounds

Maintenance / Maint. on Pool/Tennis/Club

Basement: None / Slab

Community Amenities: Pool

Construction: Partial Brick / Vinyl Siding

Deed Book and Page: 1634 / 2506

Fireplaces: 1 / Living Room / Electric Fireplace

Floors: Carpet / Finished Wood / Tile / Vinyl

Listing Detail: Exclusive Right To Sell - Standard

Lot: 65.02 X 130 IRR / Level

Mailbox: Mailbox

Parking (Garage): 2 / Alley Access

Parking (Open): / Alley Access / Parking Pad

Roof: Asphalt

Stories: 2

Rooms and Dimensions

Living Room:	15x15
Kitchen:	19x15 / Eat-In
Primary Bath:	Shower Tub Separate / Suite
Bed 1:	24x15 / Primary Bedroom Up
Bed 2:	18x14 / Extra Large Closet
Bed 3:	10x10 / Extra Large Closet
Bed 4:	10x10 / Extra Large Closet

Dining Room:	13x10 / Formal
Den:	
Rec Room:	
Hobby Room:	
Additional Room 1:	10x10 / Office
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	0 Bed	0 FB	1 HB	1073 SF
Second Floor:	4 Beds	2 FB	0 HB	1428 SF
Total:	4 Beds	2 Full Bath	1 Half Bath	2501 SqFt / Tax Record

Utilities

City Water / Public Sewer
Central Air Cooling
Central Heat

Appliances

No Range Source
Electric Built-in Oven
Dishwasher / Freezer / Ice
Maker / Microwave /
Refrigerator

Interior Features

Air Filter
Ceiling Fan
Walk-In Closets

Exterior Features

Screened Patio

Schools

Elementary:	Rockvale Elementary
Middle/JR:	Rockvale Middle School
High:	Riverdale High School

Miscellaneous

Financing:	Conventional / FHA / Other
Restrictions:	Renting Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	🏠 Schedule Showing <i>powered by Realtracs</i>
List Agent:	Kyle Gibson /
List Office:	Realty One Group Music City / (615) 636-8244

Buyer Broker:	2
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	1/6/23
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$473,000

Requested by: Journey Stokes

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.
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Report Date: 12/8/23



\$509,900 \$203/sqft **-For Sale-**

2823 Cason Ln
Murfreesboro, TN 37128

4 Beds, 3/1 Baths, 2516 SqFt

Directions: From veterans parkway turn right on cason lane house on right

MLS #: 2564364

Status:	Active
Year Built:	2017 Existing
County:	Rutherford County, TN
Subdivision:	Three Rivers Amendment Sec
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,725 124C A 067.00
Days On Market:	98
Source:	Realtracs

Public Remarks: Welcome to this exquisite 4 bed, 3.5 bath home that effortlessly blends modern upgrades with timeless charm. Nestled in a desirable neighborhood, this stunning residence boasts a bonus area, offering versatile space for your unique needs. Step inside and be greeted by an open and airy floor plan, showcasing abundant natural light and stylish finishes throughout. Master bed on main floor with storm shelter. Additional highlights include upgraded fixtures, built-in gun safe, fire place, meticulously landscaped backyard, perfect for entertaining and outdoor gatherings. Conveniently located near shopping, dining, and parks, this home offers the ideal combination of elegance and convenience. Don't miss your chance to make this exceptional property your forever home. Schedule a showing today!

Private Remarks: Sellers are having carpets stretched and cleaned. Both attic areas have had extra flooring laid down for more storage space, shelves in garage remain with property. Motivated seller bring us an offer.

General Information

Acres: 0.19 / Calculated from Plat

Association Fee: \$100 Monthly

Association Fee Includes: Grounds Maintenance / Maint. on Pool/Tennis/Club

Basement: None / Slab

Community Amenities: Playground / Pool

Construction: Hardboard

Deed Book and Page: 2360 / 3632

Floors: Carpet / Finished Wood / Tile

Listing Detail: Exclusive Right To Sell - Standard

Lot: 69.1 X 130 IRR / Level

Parking (Garage): 2 / Attached - REAR

Stories: 2

Rooms and Dimensions

Living Room:	/ Great Room
Kitchen:	
Primary Bath:	Shower Tub Separate / Double Vanities
Bed 1:	/ Primary Bedroom Down
Bed 2:	/ Bath
Bed 3:	/ Extra Large Closet
Bed 4:	/ Extra Large Closet

Dining Room:	/ Formal
Den:	
Rec Room:	/ 2nd Floor
Hobby Room:	
Additional Room 1:	
Additional Room 2:	

Room Totals and Square Footage

Main Floor:	1 Bed	1 FB	1 HB	1457 SF
Second Floor:	3 Beds	2 FB		1059 SF
Total:	4 Beds	3 Full Bath	1 Half Bath	2516 SqFt / Tax Record

Utilities

City Water / Public Sewer
Electric / Central Air Cooling
Central Heat / Electric

Appliances

Electric Cooktop Range
Electric Single Oven
Dishwasher / Disposal / Energy
Star Appliances / Microwave

Interior Features

Ceiling Fan
Extra Closets
High Speed Internet
Smart Appliance(s)
Storage
Walk-In Closets

Exterior Features

Schools

Elementary:	Rockvale Elementary
Middle/JR:	Rockvale Middle School
High:	Rockvale High School

Miscellaneous

Financing:	Conventional / FHA / VA
Restrictions	Renting Permitted / Trailers Not Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

Showing Info:	📅 Schedule Showing <i>powered by Realtracs</i>
List Agent:	Keleigh Richardson Wyatt /
List Office:	Zach Taylor Real Estate / (727) 692-6578

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	
Sales Office:	
Co-Sales Agent:	
Co-Sales Office:	
Terms:	
Possession:	Date of Deed
List Date:	7/26/23
Available for Showing Date:	

Under Contract Date:	
Closing Date:	
Contract to Closed Days:	
Sales Price:	
Seller Paid Closing Costs:	
New Construction PreSale:	
Original List Price:	\$525,000

Requested by: Journey Stokes

Information believed to be accurate but not guaranteed. Buyers should independently verify all information prior to submitting any offer to purchase.

Report Date: 12/8/23

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EXHIBIT 5

NOTICE OF SALE

2816 Cason Lane,
Murfreesboro, Tennessee 37128

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as the Court-appointed Receiver in SECURITIES AND EXCHANGE COMMISSION V. BRIAN DAVISON, et al., CASE NO. 8:20-CV-325-T-35UAM (M.D. Fla.), will conduct a private sale of the property located at 2816 Cason Lane, Murfreesboro, Tennessee 37128 to Brian and Cammie Ochs for \$455,000. The sale is subject to approval by the U.S. District Court. Pursuant to 28 U.S.C. § 2001, bona fide offers that exceed the sale price by 10% must be submitted to the Receiver within 10 days of the publication of this notice. All offers or inquiries regarding the property or its sale should be made to the Receiver at 114 Turner St. Clearwater, FL 33756. Telephone: (727) 235-6769. Email: Burt@BurtonWWiandPA.com.

EXHIBIT 6

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-00325-MSS-UAM

BRIAN DAVISON;
BARRY M. RYBICKI;
EQUIALT LLC;
EQUIALT FUND, LLC;
EQUIALT FUND II, LLC;
EQUIALT FUND III, LLC;
EA SIP, LLC;

Defendants, and

128 E. DAVIS BLVD, LLC, et al.,

Relief Defendants.

_____ /

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver’s Verified Unopposed Motion to Approve Private Sale of Real Property — 2816 Cason Lane, Murfreesboro, Tennessee, 37128 (the “Property”). (Dkt. ___) At the request of the Securities and Exchange Commission (“SEC”), the Court appointed the Receiver on February 14, 2020 and directed him, in relevant part, to “[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants,” which includes “all

real property of the Corporate Defendants and Relief Defendants, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order.” (Dkt. 11)

The Receiver requests that the Court approve the sale of the Property to Brian and Cammie Ochs (Dkt. ___) The SEC consents to the relief sought in the Motion and waives any right to appeal an Order granting this Motion. (Id. at ___) The Receiver provided the Purchase and Sale Agreement for the Court’s review. (Dkt. ____)

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1. The Receiver’s Motion, (Dkt. ___), is **GRANTED**.

Transfer of title to the Property located at 2816 Cason Lane, Murfreesboro, Tennessee 37128, better known as Rutherford County Tax Parcel ID Number: 124C A 005.00 to Brian and Cammie Ochs is **APPROVED**. The Property’s legal description is as follows:

Being the same property conveyed to EQUIALT FUND LLC, by Warranty Deed dated November 15th, 2017, of record in Record Book 1634, Page 2466, Register’s Office, Rutherford County, TN.

2. Said transfer shall be free of any and all liens and encumbrances.

DONE and ORDERED in Tampa, Florida, this __ day of _____ 2023.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record