

NOTICE OF RIGHT TO SELL

p 7/30/08 2:18:38
BK 127 PG 439
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

- 1. OWNER (To Be Filled in)
- 1. PROPERTY ADDRESS (To Be Filled in)
840 WE ROSS PARKWAY
SOUTHAVEN, MS 38671
- 1. BROKERAGE OFFICE 1st Choice Realty, LLC
3276 Goodman Road East
Southaven, MS 38672

A copy of the exclusive authorization and right to sell listing agreement is hereby attached hereto and incorporated herein by reference as Exhibit "A".

This exclusive authorization and right to sell listing agreement is hereby in full force and effect until October 31, 2008

1st Choice Realty, LLC
By: Rodger Motz
Rodger Motz, Principal Broker

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 17 day of JULY, 2008, within my jurisdiction, the within named RODGER MOTZ, who a acknowledged that he is PRINCIPAL BROKER of 1ST CHOICE REALTY, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Wanda Sandlin
NOTARY PUBLIC

My Commission Expires:
August 19, 2011

* Prepared By and Return to:
1st Choice Realty, LLC
3276 Goodman Road East
Southaven, MS 38671
662-349-0039



Exhibit A

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL LISTING AGREEMENT

This is a legally binding agreement - READ IT CAREFULLY

1 Are you currently a party to a referral agreement with a relocation company or another real estate broker? YES NO

2 1. **EXCLUSIVE RIGHT TO SELL:** I, the undersigned Owner, hereinafter called "Owner", hereby employ and grant
3 of Choice Realty, LLC, hereinafter called "Broker", the exclusive and irrevocable right commencing on
4 April 22, 2008, and expiring at midnight on October 31, 2008, to sell or exchange the real property
5 situated in the City of Southaven, County of DeSoto, Mississippi, described as:
6 840 W.E. Ross Parkway Tipton Pollard PUD Section C - Lot 441, Book 480
7 pg 9-11, section 01, township 02, Range 08, Ross Pt. Farms, Lot size 40x120, Tax Dist 5401
8 Subdist. 5

8 2. **LIST PRICE:** The list price shall be \$ 100,500 and on the following terms CASH
9 or other price and terms that are acceptable to me.

10 3. **MULTIPLE LISTING SERVICE (MLS):** Broker is a Participant of the NWMAAR and MAAR Multiple
11 Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants.
12 The Listing Broker is also authorized to report the sale, when it occurs, including the price, terms and financing for the publication,
13 dissemination, information and use by authorized members, MLS participants and Subscribers. The Listing Broker is authorized to
14 cooperate with other licensed Brokers/Agents to sell this property and to share the commission resulting from the sale with the Selling
15 Broker on a basis solely determined by the Listing Broker. It is the policy of the Listing Broker to compensate the Selling Broker a
16 percentage of the total agreed upon sales price as follows: 3%

17 4. **COMPENSATION:** As Owner, I hereby agree to compensate Broker, irrespective of agency relationship(s) as follows:

18 (a) 6 % of the selling price or a brokerage fee of \$ _____ and an Administrative fee of
19 \$ _____, (i) if the property is sold during the term hereof, or any extension thereof, on the terms herein set
20 forth or any other price and terms Owner may accept or through any other person, or by me, or (ii) 6 percent of the
21 listing price or a fee of \$ _____, if said property is withdrawn from sale, transferred, conveyed, leased or
22 rented without the consent of Broker, or made unmarketable by Owner's voluntary act during the term of this or any other
23 extension thereof.

24 (b) The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within 90
25 days after the termination of this authority or any extension thereof to anyone to whom this property was shown provided Owner
26 has received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or
27 any extension thereof.

28 (c) Owner shall be obligated to pay the compensation provided for in subparagraph (a) if, in the event of breach by Buyer, Seller
29 successfully secures specific performance by Buyer.

30 (d) Owner shall not be obligated to pay the compensation provided for in subparagraph (a) if a valid listing agreement is entered into
31 during the term of said protection period with another licensed real estate broker and a sale, lease or exchange of the property is
32 made during the term of said valid listing agreement.

33 5. **DEPOSIT:** Listing Selling Broker is authorized to accept and hold on Owner's behalf any deposit of earnest money set forth
34 in the contract between the parties. In the event Buyer's earnest money is forfeited, one-half (1/2) of the same shall be retained by or
35 paid to the Listing Broker as their compensation, provided that the Listing Broker's portion of any such forfeited deposit shall not
36 exceed the amount of the above-referenced commission, and the remainder shall be paid to Owner.

37 6. I authorize Broker to advertise my property on the internet YES NO

38 I authorize Broker to place a lockbox on my property YES NO

39 I agree to provide a Homebuyer's warranty upon sale of property YES NO

40 I authorize the Broker to accept a fee for selling the above referenced Homebuyer's Warranty. YES NO

41 I authorize Broker to accept a deposit of earnest money YES NO

42 I authorize Broker to obtain mortgage information on the above described property YES NO

43 ACCT# 0790405245 Mortgage Company Regions Mortgage
44 Address 840 W.E. Ross Parkway Southaven, MS 38671

45 I authorize Broker to place a For Sale/Sold sign on my property YES NO

46 I authorize Listing Broker to disclose to buyers or cooperating brokers the existence of offers on the property. YES NO

47 7. The Listing Broker is hereby authorized as an MLS Participant to
48 Offer other licensed Brokers cooperation and compensation but not by subagency
49 OR
50 Offer other licensed Brokers Subagency and compensation

51 8. **IMPROVEMENTS:** All improvements and appurtenances are included in the purchase price, including if now in or on the property
52 the following: lighting fixtures and their shades, ceiling fans, drapery hardware and curtain hardware, window shades and blinds,
53 window and door screens, stationary laundry tubs, water heater, smoke detectors, built-in security systems, TV antenna and satellite
54 dish and complete rotor equipment, mailbox, remote control garage door opener(s), water pump and pressure tank, built-in kitchen
55 appliances including garbage disposal, attached gas grill, awnings, all plumbing, and heating and air conditioning equipment including
56 any window units. Owner shall provide to buyer or selling broker at closing at least one (1) exterior door key to the main dwelling.
57 Will take washer/dryer & refrigerator
58 List any leased equipment:

59 Is security system under contract that must be fulfilled? YES NO

60 9. **HEATING AND AIR CONDITIONING EQUIPMENT, INCLUDING ANY WINDOW UNITS, PLUMBING AND**
61 **ELECTRICAL SYSTEMS** and all included appliances shall be warranted by me to be in working order at the time of conveyance.
62 Exceptions (if any):
63

64 10. **LEAD BASED PAINT:** If dwelling was built before 1978, a lead-based paint inspection may be required and the presence of known
65 lead-based paint must be disclosed.



Phone:

Fax:

Attachment A

- 66 11. **SELLER'S DISCLOSURE:** I hereby certify that all information provided herein and on the Property Condition Disclosure Statement attached has been written by me and is complete, true and accurate to the best of my knowledge and belief. I, the Owner, agree to defend, indemnify and hold harmless the broker and broker's agents against and from any losses, damages, claims, suits of law (including court costs and attorney's fees) or other costs or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the property information contained herein or any other information provided by me.
- 71 12. **BROKER RESPONSIBILITY:** Broker has the fiduciary responsibilities to Owner of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence in marketing property.
- 73 13. There are no other agreements or conditions except as set forth herein and on the MLS profile sheet attached. No verbal statements, representations, promises or inducements shall have any validity or effect nor shall be a part of this agreement. Any amendments, changes, additions or deletions must be in writing signed by the parties. Owner should seek professional, legal and/or tax advice.
- 76 14. **EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with federal, state and local anti-discrimination laws.
- 77 15. **ATTORNEY'S FEES:** In any legal action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.
- 79 16. **ENTIRE AGREEMENT:** I, as Owner, acknowledge that I have read and understand this agreement, and have received a copy. I further warrant that I have good title to the property and full authority to execute this contract and sell the property.

81 RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED DATED THIS 22nd DAY OF

82 April, 2008

83 Owner: Aratha Cox Social Security #: 427-21-7172

84 Owner: _____ Social Security #: _____

85 Address: 840 W. E. Ross Parkway

86 City: Southaven State: MS Zip Code: 38671 Phone: _____

87 COMPANY: 1st Choice Realty, LLC

88 Broker: Rodger Motz Salesperson: Suzanne Pennington

89 Address: 3276 Goodman Rd East

90 City: Southaven State: MS Zip Code: 38672 Date: 4/22/2008

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.