

NOTICE OF RIGHT TO SELL

P 10/30/08 9:22:29  
BK 129 PG 155  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

- 1. OWNER (To Be Filled in)
- 1. PROPERTY ADDRESS (To Be Filled in)  
142 Whitetail Herndon, MS 38632
- 1. BROKERAGE OFFICE 1<sup>st</sup> 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 2/28/09.

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 29 day of OCT, 2008, within my jurisdiction, the within named RODGER MOTZ, who a acknowledged that he is PRINCIPAL BROKER of 1<sup>ST</sup> 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:  
1<sup>st</sup> 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

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party in this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

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

1. **EXCLUSIVE RIGHT TO SELL.** I, the undersigned Owner, hereinafter called "Owner", hereby employ and grant Suzanne Pennington, hereinafter called "Broker", the exclusive and irrevocable right commencing on 8-1-08 and expiring at midnight on 2-29-08 situated in the City of Hernando, County of DESOUD, to sell or exchange the real property

Legal Description: Township 3 Rng 3 area 1 section 02 Morrow Crest Sub North S-D SCCA Lot 7  
Book 142 Whitetail Drive Hernando, MS 38632 plat Book 62 pages 6-73  
Street Address City/Town Zip Code

2. **LIST PRICE.** The list price shall be \$ 289,500 and on the following terms \_\_\_\_\_ or other price and terms that are acceptable to me.

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

4. **COMPENSATION.**  
(a) Owner agrees to pay Broker, irrespective of agency relationship(s), a fee of 6 % of the selling price OR a fee of \$ \_\_\_\_\_ and an administrative fee of \$ \_\_\_\_\_ (a) if the Property is sold during the term of or any extension hereof on the terms herein set forth, or \_\_\_\_\_ % of the listing price OR a fee of \$ \_\_\_\_\_ and an administrative fee of \$ \_\_\_\_\_ if the Property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker or made unmarketable by Owner's voluntary act during the term hereof or any extension hereof.  
(b) The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within 90 days after the termination of this Contract or any extension thereof (Protection Period) to anyone to whom this property was shown provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or any extension thereof.  
(c) Owner shall be obligated to pay the compensation provided for in subparagraph (a) if, in the event of breach by Buyer, Seller successfully secures specific performance by Buyer.  
(d) Owner shall not be obligated to pay the compensation provided for in subparagraph (a) if a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker and a sale, lease or exchange of the property is made during the term of said valid listing agreement.

5. **DEPOSIT:**  Listing  Selling Broker is authorized to accept and hold on Owner's behalf any deposit of earnest money set forth 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 paid to the Listing Broker as their compensation, provided that the Listing Broker's portion of any such forfeited deposit shall not exceed the amount of the above-referenced fee, and the remainder shall be paid to Owner.

6. I authorize Broker to advertise my property on the Internet  YES  NO  
I authorize Broker to place a lockbox on my property  YES  NO  
I agree to provide a Home Warranty upon sale of property  YES  NO  
I authorize Broker to accept a fee for selling the referenced Home Warranty  YES  NO  
I authorize Broker to accept a deposit of earnest money  YES  NO  
I authorize Broker to obtain mortgage information on the above described property  YES  NO

ACCT# 0018475517 Mortgage Company Aurora Loan Services  
Address 10350 Park Meadows Drive Littleton CO 80124

I authorize Broker to place a For Sale/Sold sign on my property  YES  NO  
I authorize Listing Broker to disclose to buyers or cooperating brokers the existence of offers on the property  YES  NO

7. The Listing Broker is hereby authorized as an MLS Participant to:  
 Offer other licensed Brokers cooperation and compensation but not by subagency  
 Offer other licensed Brokers Subagency and compensation  
 Act in the capacity of a Disclosed Dual Agent

8. **IMPROVEMENTS:** All improvements and appurtenances are included in the Purchase Price including, if now in or on the Property, the following: lighting fixtures and their shades, ceiling fans, drapery and curtain hardware, window shades and blinds, window and door screens, stationary laundry tubs, water heaters, smoke detectors, built-in security systems, TV antenna and satellite dish and complete rotor equipment, mailbox, remote control garage door opener(s), water pump and pressure tank, built-in kitchen appliances, attached gas grill, awnings, all plumbing and heating and air conditioning equipment including any window units. Seller shall provide to buyer or selling broker at closing at least one (1) exterior door key to the main dwelling.

List any leased equipment:

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

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



10. **HOMESTEAD EXEMPTION:** Homestead exemption  is or  is not in effect for the current year as represented by the Property Condition Disclosure Statement.
11. **OWNER'S ACKNOWLEDGEMENT.** 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 their salespersons against and from any losses, damages, claims, suits at law (including court costs and attorneys 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.  
By signing below I acknowledge that the mandatory **Working With a Real Estate Broker** disclosure form has been fully explained to me and I acknowledge receipt of a signed copy. I, as Owner, acknowledge that I have read and understand this Agreement and, have received a copy. I further acknowledge that I have good title to the Property and full authority to execute this Agreement. I further agree to permit Broker to reassign me to another agent within the firm for representation should I and Broker agree that reassignment is best.
12. **BROKER ACKNOWLEDGEMENT.** Broker/Agent agrees: (1) to exercise all duties to Seller(s) as set forth in the **Working With a Real Estate Broker** disclosure prescribed by the Mississippi Real Estate Commission, including the fiduciary duties of confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence; and (2) to exercise the duty of honest and fair dealing to Seller(s) and Buyer(s).
13. **EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with applicable anti-discrimination laws.
14. **ATTORNEY 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.
15. **ENTIRE AGREEMENT.** There are no other agreements or conditions except as set forth herein and on the M.L.S profile sheet attached, if any. 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 to this Agreement must be in writing signed by all parties. Owner should seek professional, legal and/or tax advice.
16. **NOTICE.** Any notices required or permitted to be given under this contract shall be delivered by hand or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized overnight carrier service; by facsimile with receipt acknowledgment (if the fax number is listed below); or by email (if the email address is listed below), at Sender's option, and addressed to Owner as follows:

Address: 142 Whitetail Drive Hernando, MS 38632  
 Facsimile: 662-429-  
 Email: midsouthwholesale.com@yahoo.com

Signed this the <u>1st</u> day of <u>August</u> , at <u>11:40</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m., and a copy hereof received:	
BROKER: <u>Kedger Hooty</u>	OWNER: <u>[Signature]</u>
Broker's Firm Name <u>1st Choice Realty, LLC</u>	Phone: <u>901-212-8636</u>
<u>Suzanne Pennington</u> Broker's Affiliated Salesperson	OWNER: _____
Phone: <u>662-349-0039</u>	Phone: _____

