



## **Fire Damaged Commercial Property with Detached Shop / Garage on 1.06± Acres in Columbia, TN**



(615) 517-7675



[www.mclemoreauction.com](http://www.mclemoreauction.com)



[will@mclemoreauction.com](mailto:will@mclemoreauction.com)

Last Revised and Published on 02/09/21 at 12:39 PM

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# Auction Sales Map





# Community Data Profile



**McLEMORE**  
AUCTION COMPANY



## COLUMBIA MAURY COUNTY

2021 COMMUNITY DATA PROFILE



### QUICK FACTS

County Seat	Columbia
Year Incorporated	1817
Land Area in Square Miles (County)	613
Water Area in Square Miles (County)	2
Latitude	N35° 36.90'
Longitude	W87° 02.12'
Elevation	650'
Market Region	Nashville
Distance From Nashville	45 miles
Time Zone	Central
City Website	<a href="http://www.columbiatn.com">www.columbiatn.com</a>
County Website	<a href="http://www.maurycounty-tn.gov">www.maurycounty-tn.gov</a>
Additional Incorporated Cities within the County	Mt. Pleasant and Spring Hill
Unincorporated Cities	Culleoka, Hampshire, Santa Fe, Williamsport

### POPULATION

	City	County
2010 (Census)	34,684	80,956
2020 Population	39,950	99,398
2020 Median Age	38.9	40.1
2025 Population Projection	42,934	108,360
Annual Growth Rate (2020-2025 Projected)	1.45%	1.74%

Source: ESRI

### CLIMATE

Annual Average Temperature	57.85° F
Average High Temperature	70.1° F
Average Low Temperature	45.7° F
Annual Average Precipitation	55.43"
Annual Average Snowfall	2"
Prevailing Winds	Southerly
Mean Length of Freeze-Free Period (days)	180-220

### TAX STRUCTURE

LOCAL	City	County
Property Taxes (2020)		
• Rate per \$100 value	\$1.1597	\$2.2364
Ratio of Assessment		
• Residential and Farm	25%	25%
• Commercial/Industrial	40%	40%
• Personal (Equipment)	30%	30%

Total Local Assessment (2019)	\$1,028,588,395	\$2,503,361,424
Hotel-Motel Tax	5%	5%
Motor Vehicle Wheel Tax Rate		\$25.00

Source: Tennessee Comptroller of the Treasury, Division of Property Assessments  
Source: County Technical Assistance Service, UTIPS

### STATE

Sales Tax
• 4% tax on food and food ingredients
• 7% on all other tangible personal property unless specifically exempted
Local Sales Tax Rate
• 2.75%
Local and State Sales Tax Collected (FY2020)
• \$140,171,872
Income Tax
• Personal: 1% on Interest & Dividends for the 2020 tax year
• Corporate Excise Tax: 6.5% of Tennessee taxable income
• Franchise Tax: .25% of the greater of the Tennessee portion of net worth or the book value of real and tangible property in Tennessee. The minimum tax is \$100
• Unemployment Tax: New employers is typically 2.7% (based on occupation) of first \$7,000

Source: Tennessee Department of Revenue



Cherry Glen Industrial Park (305 acres) is among several industrial sites in Middle Tennessee to be certified as a Select TN Certified Site. For complete information about the site and the certified program, please visit [www.tnecd.com/sites/certified-sites/](http://www.tnecd.com/sites/certified-sites/)



## 2021 COMMUNITY DATA PROFILE

### EDUCATION

District Name	Maury County
Type of Public School System	County
District Grades Served	Pre-K-12
Number of Schools	23
Number of Classroom Teachers	901
Student to Teacher Ratio	14:1
Additional Staff	13
Total Number of Students	13,043

#### GRADES (2019-2020)

Pre-K-4	4,740
Pre-K-12	1,958
5-8	3,364
9-12	1,958

Number of High School Graduates (2019-20)	738
Graduation Rate	89.2%
Educational Attainment with a Degree (Adults Age 25+)	33.6%

Source: Tennessee Department of Education

#### REGIONAL HIGHER EDUCATIONAL INSTITUTIONS (within 30 miles)

##### Graduates 2018-2019

• Columbia State Community College	Columbia	950
• TN College of Applied Technology	Hohenwald	266
• Martin Methodist College	Pulaski	163
• TN College of Applied Technology	Pulaski	285
• TN College of Applied Technology	Shelbyville	226

Source: National Center for Education Statistics

FastTrack Job Training Assistance Program Available	Yes
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Source: Tennessee Department of Economic and Community Development

### GOVERNMENT

#### GOVERNING BODY

City	City Manager and City Council Meets 2nd Thursday at 5:30 p.m. City Hall
County	Mayor and County Commissioners Meets 3rd Monday at 6:30 p.m. Tom Primm Commission Room 6 Courthouse Square, Columbia

#### Fire Department

• Full-time fire fighters in city	93
• City volunteers	0
• Full-time fire fighters in county	1
• County volunteers	200
• Fire stations in city	5
• City fire trucks	9
• Fire stations in county	11
• County fire trucks	22

#### Law Enforcement

• Full-time police officers in city	95
• Full-time police officers in county & sheriff	140
• City patrol cars	107
• County patrol cars	100

	City	County
Insurance Rating	1	5/5X
Zoning Regulations	Yes	Yes
Planning Commission	Yes	Yes
Industrial Development Corp.	Yes	Yes
Columbia Industrial Dev. Board	Yes	
Health, Housing, Education Board	Yes	

### TRANSPORTATION

#### AIR SERVICE

Nearest General Aviation	Maury County Airport
Location Identifier	MRC
Distance from Columbia	9 miles
Runway Length	6,003 feet asphalt; 2,000 feet turf
Surface	Asphalt/Turf
Lighting	MIRL/PAPI
Fuel	100LL/Jet A 24/7
Repairs	Major
Storage	Hangar, Tie Down
Transportation	Taxi, Rental and Courtesy Car
Nearest Commercial Service	Nashville International Airport
Location Identifier	BNA
Distance from Columbia	84 miles
Nashville International Airport (BNA) serves approximately 16 million total passengers annually. BNA is currently served by 15 airlines, including international carriers Air Canada, Westjet and British Airways. BNA offers 460 daily flights and provides nonstop air service to more than 65 destinations.	

#### HIGHWAYS

U.S. Highways	31, 43, 412
State Highways	50, 412, 7, 243
Nearest Interstate	Interstate 65 and Interstate 840

#### COMMON CARRIERS

Air Freight Companies	Yes
Motor Freight Companies	7
Terminal Facilities	7
Bus Services	
Inter-City	No
Local	Yes
Carrier Service	Yes

#### RAILROADS SERVED BY

CSX Transportation and TN Southern Railroad

#### NAVIGABLE WATERWAYS

River	Cumberland
Channel Depth	9 feet
Nearest Port Facility	Nashville
Miles from Port	43

### COMMUNICATIONS

Newspapers	The Daily Herald The Tennessean
Telephone Companies	AT&T
Radio Stations	4 local (WKRM, WMCP, WMRB, WXRQ)
Television Networks	4, 2 independent
Cable Service Available	Yes
Channels	125
Provider	Charter Communications and Columbia Power & Water Systems
Internet Service Available	Yes
Provider	Charter Communications and Columbia Power & Water Systems
Fiber Optics Available	Yes
Provider	Charter Communications and Columbia Power & Water Systems

COLUMBIA-MAURY COUNTY, TENNESSEE

## 2021 COMMUNITY DATA PROFILE

### COMMUNITY FACILITIES

#### Health Care

Doctors	257
Dentists	43
Hospitals	1
Beds	255
Primary Care Clinics	9
Specialty Care Clinics	37
Nursing Homes	9
Beds	
Retirement Homes	0
Beds	
Intermediate/ Assisted Living	3
Beds	159
Home Health Care	14
Behavioral Health Hosp.	1
Beds	60

#### Religious Organizations

Protestant	120
Catholic	1
Jehovah's Witness	1
Seventh Day Adventist	2
Latter Day Saints	1
Other	

#### Day Care Centers

Day Care Centers (Co.) 58

#### Day Care Homes

Day Care Homes 21

#### Recreation

Libraries	1
Parks	20
Golf Courses	2
(Public & Private)	
Swimming Pools	4
(Public & Private)	
Country Clubs	1
Theaters	2
Bowling Alleys	1
Soccer Fields	17

#### Hotels & Motels

Rooms	800
Bed & Breakfasts	2

#### Largest Meeting Room

Capacity	400
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#### Arts & Cultural District

Columbia Arts District  
Downtown Historic Business District

#### Restaurants (City)

Restaurants (County) 118

#### Other

Skating rink, ball fields, tennis courts, Wellness and Aquatics Center, Natchez Trace Parkway. Multi-use soccer fields at Ridley Sports Complex, 1 tournament level field.

### FINANCIAL INSTITUTIONS

Type of Institution	# of Institutions	# of Branches	Deposits
Commercial Banks	8	25	\$1,929,510,000
Savings Institutions	0	0	
Credit Unions	3	5	\$347,112,810
Total	11	30	
Countywide Combined Deposits			\$2,276,622,810
(Deposits for June 30, 2020)			

Source: Federal Deposit Insurance Corporation and National Credit Union Administration

### INDUSTRIAL SUPPORT SERVICES

Service	Location	Distance (Miles)
Tool & Die	Mt. Pleasant	15
Heat Treating	Local	
Foundry	Mt. Pleasant	15
Heavy Hardware	Local	
Sheet Metal	Mt. Pleasant	15
Lubricants	Mt. Pleasant	15
Welding Supplies	Local	
Abrasives	Local	

### SELECTED ECONOMIC INDICATORS

#### 2019 ANNUAL AVERAGES

Labor Force	County	Labor Market Area*
Civilian Labor Force	50,157	247,610
Employment	48,575	240,373
Unemployment	1,582	7,237
Unemployment Rate	3.2%	3.5%

\* Labor Market Area is defined as Giles, Hickman, Lawrence, Lewis, Marshall, **Maury** and Williamson Counties in Tennessee.

#### 2020 EMPLOYED POPULATION 16+ BY INDUSTRY

Agriculture/Mining	.5%
Construction	7.9%
Manufacturing	14.5%
Wholesale Trade	2.3%
Retail Trade	11.0%
Transportation/Utilities	5.7%
Information	1.4%
Finance/Insurance/Real Estate	6.8%
Services	46.0%
Public Administration	3.8%

Source: ESRI

#### MANUFACTURING IN AREA (Annual Averages 2019)

Number of Units	99
Ann. Avg. Employment	6,871
Ann. Avg. Weekly Wage	\$1,409

Source: Tennessee Department of Labor and Workforce Development

#### PER CAPITA PERSONAL INCOME

Year	2020
Amount	\$30,019

Source: ESRI

#### MEDIAN HOUSEHOLD INCOME

Year	2020
Amount	\$56,336

Source: ESRI

#### AVERAGE HOME SALES

Year	2019
Number of Homes Sold	2,482
Average Cost	\$262,724
Median Home Value	\$185,289

Source: Tennessee Housing Development Agency

#### RETAIL SALES

Year	2019
Amount	\$1,642,304,677

Source: Tennessee Department of Revenue

### NATURAL RESOURCES

Minerals: Crushed stone and phosphate  
Timber:

### AGRICULTURAL

Crops: Hay, soybeans, corn, wheat and tobacco  
Livestock: Equine, mules, cattle, goats, poultry

COLUMBIA-MAURY COUNTY, TENNESSEE

## 2021 COMMUNITY DATA PROFILE

### UTILITIES

#### WATER

Water Supplier	Columbia Power & Water Systems
Phone	931.388.4833
Website	<a href="http://www.cpws.com">www.cpws.com</a>
Source	Duck River
Capacity	20,000,000 GPD
Current Consumption	8,630,000 GPD
Storage Capacity	13,900,000 Gallons

#### SEWER

Sewer Provider	Columbia Power & Water Systems
Phone	931.388.4833
Website	<a href="http://www.cpws.com">www.cpws.com</a>
Type of Treatment	Conventional activated sludge
Capacity	14,000,000 GPD (System is only permitted (NPDES permit) to discharge 10 million GPD)
Current Usage	6,000,000 GPD
City Sewer Coverage	90%
Storm Sewer Coverage	25%
Solid Waste Disposal Type	County Landfill

#### ELECTRICITY

Source Company	Tennessee Valley Authority
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#### LOCAL POWER COMPANY (City)

Columbia Power & Water System	
Executive Director	Scott Dahlstrom
Address	Post Office Box 379 Columbia, Tennessee 38401-0379
Phone	931.388.4833
Fax	931.388.5287
Website	<a href="http://www.cpws.com">www.cpws.com</a>

#### LOCAL POWER COMPANY (County)

Duck River Electric Membership Corporation	
President/CEO	Scott Spence
District Office	798 New Lewisburg Highway Columbia, Tennessee 38401
Phone	931.388.3131
Emergency	931.388.3482
Fax	931.381.5331
Website	<a href="http://www.dremc.com">www.dremc.com</a>

#### LOCAL GAS COMPANY (City and County)

Atmos Energy	
Marketing Manager	Danny Bertotti
District Office	810 Crescent Centre Dr. #600 Franklin, Tennessee 37067
Phone	615.771.8300
Website	<a href="http://www.atmosenergy.com">www.atmosenergy.com</a>
Fuel Oil Suppliers	0
Suppliers of LP Gas	3

### MAJOR INDUSTRIAL MANUFACTURERS/DISTRIBUTION (30+ employees)

Firm	Product or Service	Total Employees	Union	Phone Number
WireMasters, Inc.	Wiring & cables	200	None	615.791.0281
Sleep Solutions & Services (S3)	Call center/technology	130	None	888.510.1438
Medical Necessities	Medical supplies/distribution	123	None	931.840.8694
Samuel, Son & Company	Metals blanking, automotive	80	None	931.901.0931
Columbia Machine Works, Inc.	Machine fabricators	75	None	931.388.6202
Swarco America, Inc.	Fabricated rubber products	75	None	931.388.5900
PSC Industries, Inc.	Packaging	60	None	931.381.1612
Industrial Door Contractors, Inc.	Hangar doors	55	None	931.380.0463
Kirk & Blum	Sheet metal, environmental controls	50	SWIA	931.381.0037
American Banknote Corporation	Security printing & distribution	44	None	931.388.3003
BMC Metalworks, LLC	Fabricated metal products	40	None	931.388.2978
Milliken Nonwoven	Textile fabrics	25	None	931.388.4551
Time Logistics	Trucking & logistics	25	None	931.540.2801

#### For information on industrial sites and available industrial buildings contact:

**Robert T. Bibb, Executive Director**  
Middle TN Industrial Development Association  
2108 Westwood Avenue  
Nashville, Tennessee 37212  
Phone: 615.269.5233  
[mtida@mtida.org](mailto:mtida@mtida.org)  
[www.mtida.org](http://www.mtida.org)

**Wil Evans, President**  
Maury County Chamber & Economic Alliance  
Post Office Box 1076  
106 West 6th Street  
Columbia, Tennessee 38402-1076  
Phone: 931.388.2155  
Fax: 931.380.3699  
[wevans@mauryalliance.com](mailto:wevans@mauryalliance.com)  
[www.mauryalliance.com](http://www.mauryalliance.com)



MTIDA represents the Local Electric Power and Natural Gas Distributors located in the 40 county region of Middle Tennessee.

COLUMBIA-MAURY COUNTY, TENNESSEE

The information contained herein was obtained from sources we consider reliable. We can not be responsible, however, for errors or change in information.

Updated February 2021



# Current Deed



**FILE NUMBER**  
174631-4

FOUNDATION TITLE & ESCROW SPRING HILL  
5016 SPEDALE CT  
STE 302  
SPRING HILL TN 37174

**REGISTER'S USE ONLY:**

**BK/PG: R2446/1102-1104**  
**17011541**

3 PGS:AL-WARRANTY DEED  
JANE BATCH: 189331 08/01/2017 - 08:55 AM  
VALUE 184000.00  
MORTGAGE TAX 0.00  
TRANSFER TAX 680.80  
RECORDING FEE 15.00  
ARCHIVE FEE 0.00  
DP FEE 2.00  
REGISTER'S FEE 1.00  
TOTAL AMOUNT 698.80

STATE OF TENNESSEE, MAURY COUNTY  
**JOHN FLEMING**  
REGISTER OF DEEDS

**OATH:** I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$184,000.00

**AFFIANT**

**NOTARY PUBLIC**  
JAMES GLENN DUGGER  
STATE OF TENNESSEE  
NOTARY PUBLIC  
COMMISSION EXPIRES: 12/31/2017

**THIS INSTRUMENT PREPARED BY:**  
R. W. Hardison, Esq.  
277 Mallory Station Rd., Suite 102  
Franklin, TN 37067

**SEND TAX BILLS TO:**  
Mark A. Hafner Family Trust  
1045 Claremont Drive  
Columbia, TN 38401

**NEW OWNER:**  
Mark A. Hafner Family Trust  
1045 Claremont Drive  
Columbia, TN 38401

## GENERAL WARRANTY DEED

This indenture is made and entered into this 27 day of July, 2017 between DAVID G. GAITHER AND WIFE PATRICIA W. GAITHER (hereinafter referred to as "GRANTOR") and MARK A. HAFNER FAMILY TRUST UAD DECEMBER 14, 2011 (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto grantee, the following described tract or parcel of real property:

Situate in the Eight (8th) Civil District of Maury County, Tennessee, in the city limits of Columbia, Tennessee, and bounded on the North by Maury County,





Tennessee; East by Maury County, Tennessee; West by Armstrong Lane; South by Maury County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the east margin of Armstrong Lane, said iron pin being with a curve to the left with a central angle of 30 deg. 44 min. 23 sec., R=575.69 feet, T=158.25 feet, at a length on curve of 243.86 feet to an iron pin, and North 7 deg. 25 min. 27 sec. West 11.08 feet from the northwest corner of Eddie Baker 3.06 acre Tract 3, and being the northwest corner of the remaining property of Maury County, Tennessee, and also being the southwest corner of herein described tract; thence with the east margin of Armstrong Lane North 7 deg. 25 min. 27 sec. West 200.00 feet to an iron pin; thence with Maury County, Tennessee, South 7 deg. 25 min. 27 sec. East 200.00 feet to an iron pin; thence with Maury County, Tennessee, South 82 deg. 34 min. 33 sec. West 230.00 feet to the point of beginning, containing 1.056 acres or 46.00 square feet by survey of James D. Webb, Engineer-Surveyor, Maury County, Columbia, Tennessee, dated February 28, 1986.

Being the same property conveyed to David G. Gaither and wife, Patricia W. Gaither by Warranty Deed from Dorris Lovett and wife, Mary R. Lovett dated August 29, 2008 and recorded September 4, 2008 in Book R2051, Page 702, in said Register's Office for Maury County, Tennessee.

**Map and Parcel No. 101 034.11 000**

The real property conveyed hereby is ☒ improved ☐ unimproved with a property address of: **732 Armstrong Lane, Columbia, TN 38401.**

In the event of a discrepancy between the property address and the legal description, the legal description shall control.

The above-described property is the same property contained in the prior deed or as shown on the prior plats and no new survey is available.

To have and to hold the above-described tract or parcel of real property, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described tract or parcel of real property, that Grantor has the full, good and lawful right and authority to sell, transfer and convey the same, and that the above-described tract or

parcel of real property is unencumbered, except for easements and/or restrictions, if any, of record in the Maury County, Tennessee Register of Deeds office.

And, Grantor does warrant, and hereby binds its successors to title, to forever defend the title to the above-described tract or parcel of real property against the lawful claims of all persons whatsoever, unto Grantee, its heirs and assigns.

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

  
 DAVID G. GAITHER

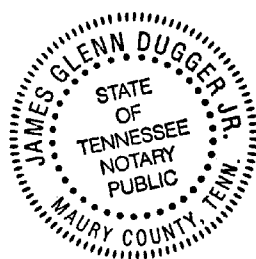
  
 PATRICIA W. GAITHER

STATE OF TENNESSEE   )  
                                       )  
 COUNTY OF MAURY     )

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared DAVID G. GAITHER AND WIFE PATRICIA W. GAITHER, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 27 day of July, 2017.

SEAL



  
 NOTARY PUBLIC  
 COMMISSION EXPIRES: 12-18-18



## Law Office of K. Brian Hay

**DATE:** Wednesday, August 25, 2021

*We have received a request to open a file on the following transaction:*

<b>Date Order Received:</b>	August 23, 2021	<b>Est. Closing Date:</b>	October 29, 2021
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<b>Borrower/ Buyer:</b>	To Be Determined - Auction	
<b>Seller(s):</b>	Mark A. Hafner Family Trust UAD December 14, 2011	
<b>Lender:</b>	To Be Determined	
<b>County:</b>	Maury	
<b>Property Address:</b>	732 Armstrong Lane Columbia, TN 38401	
<b>Listing Agent/Firm:</b>	N/A	N/A
<b>Selling Agent/Firm:</b>	Will McLemore	McLemore Auction Company, LLC
<b>KBH File #/Reference:</b>	14016-21	
<b><u>Order Information/Summary:</u></b>		
File Type: <b>PURCHASE</b>		
Sales Price: <b>Auction</b>		
Contract Date: --		
Contract Expiration Date: --		

### *Your transaction contacts are*

Candice Johnson at Phone (931)223-5533 Ext 929 or Email: [Candice@KBrianHayLaw.com](mailto:Candice@KBrianHayLaw.com)

**AND**

Annette Cherry at Phone (931)223-5533 Ext 932 or Email: [Annette@KBrianHayLaw.com](mailto:Annette@KBrianHayLaw.com)

*Thank you for the opportunity to assist you with your pending transaction!*

8/25/2021 4:01 PM

General Office Information	Additional Team Members		
Law Office of K. Brian Hay Cook-Harlan Professional Building 104 West 6th St, Ste 200 Columbia, TN 38401 Phone: (931) 223-5533 Fax: (931) 223-5773	Candice Johnson (Closings)	Ext 929	<a href="mailto:Candice@KBrianHayLaw.com">Candice@KBrianHayLaw.com</a>
	Teresa Brady (New Orders/Law Office/Brian)	Ext. 926	<a href="mailto:Teresa.Brady@KBrianHayLaw.com">Teresa.Brady@KBrianHayLaw.com</a>
	Joyce (for return call reference only) (Post-Closing)	Ext. 927	<a href="mailto:Joyce@KBrianHayLaw.com">Joyce@KBrianHayLaw.com</a>
	Christina Reeves (Law Office)	Ext. 930	<a href="mailto:Christina@KBrianHayLaw.com">Christina@KBrianHayLaw.com</a>
	Annette Cherry	Ext 932	<a href="mailto:Annette@KBrianHayLaw.com">Annette@KBrianHayLaw.com</a>

NOTE: All funds brought to closing must be in the form of certified funds (i.e. wire transfer or cashier's check) and must be payable to "Law Office of K. Brian Hay".





# Form of Agreement of Purchase and Sale



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on September 1, 2021

BETWEEN:

Mark A. Hafner Family Trust  
110 E 17th St  
Columbia, TN 38401-4185  
(the "Seller")

AND

,  
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
  1. HIGH BID PRICE: \$
  2. 10% BUYER'S PREMIUM: \$0.00
  3. PURCHASE PRICE: \$0.00
  4. The Purchase Price shall be paid as follows:
    1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Law Office of K. Brian Hay, 104 West 6th Street, Ste 200, 38401 Columbia, Tennessee, Brian Hay, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
    2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
    3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local



time, on October 29, 2021. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

3. POSSESSION: The Purchaser will receive possession at closing.

4. CLOSING COSTS:

1. The Seller shall pay the following closing costs:

1. Costs to search the title and prepare the title commitment;
2. Costs to prepare the deed;
3. 50% of the closing agent's cost to close the sale; and
4. Any legal counsel retained by Owner in connection with the conveyance of the Property.

2. The Purchaser shall pay the following costs:

1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
2. Any special endorsements to the title policy;
3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
6. 50% of the closing agent's cost to close the sale; and
7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.

5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.

6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and sufficient for the issuance of an owner's title insurance policy.

7. **TITLE:** Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
1. all standard exclusions and printed exceptions set forth in the Title Commitment,
  2. liens for taxes not yet due and payable,
  3. easements for public utilities affecting the Property
  4. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
  5. rights and claims of parties in possession and
  6. all permitted title exceptions referenced in the Title Commitment.
  7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
8. **CONDITION OF THE PROPERTY:** The purchaser shall accept the Property in an “as-is” condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser’s responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
9. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its



obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.

10. **BREACH OF CONTRACT BY PURCHASER:** If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
11. **AUCTIONEER'S AGENCY DISCLOSURE:** The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
12. **OTHER:**
  1. **Time:** Time is of the essence hereof.
  2. **Counterparts:** This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
  3. **Electronic Execution:** This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
  3. **Notices:** All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
  4. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
  5. **Choice of Law:** This Agreement shall be interpreted according to the laws of the state in which the Property is located.
  6. **Enforcement Costs:** In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
  7. **Entire Agreement:** This Agreement constitutes the entire agreement between the

Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.

8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
    1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
    2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

PURCHASER:

\_\_\_\_\_  
Purchaser Name

SELLER:

\_\_\_\_\_  
Mark A. Hafner Family Trust by Mark A. Hafner, Trustee

## **Exhibit A: Description of Property**

Fire Damaged Commercial Property with Detached Shop / Garage on 1.06± Acres Zoned IG at 732 Armstrong Ln, Columbia, TN 38401, Maury County Tax ID 101 034.11 000

# Tax Information



Wednesday, August 18, 2021

## LOCATION

**Property Address** 732 Armstrong Ln  
Columbia, TN 38401-6910

## Subdivision

**County** Maury County, TN

## PROPERTY SUMMARY

**Property Type** Commercial

**Land Use** Household Units

**Improvement Type** Single Family

**Square Feet** 2822

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** 101 034.11 000

**Special Int** 000

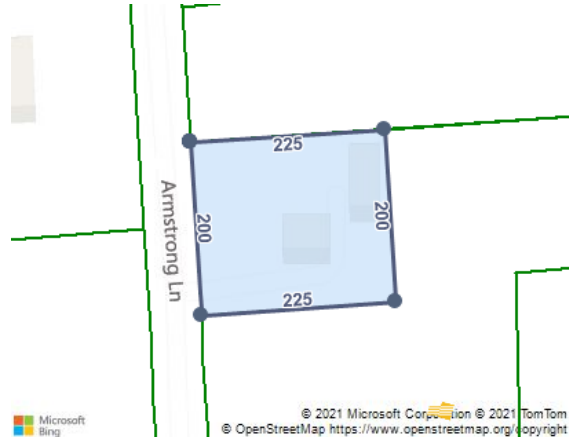
## Alternate Parcel ID

**Land Map** 101

**District/Ward** 08

**2010 Census Trct/Blk** 108.02/2

**Assessor Roll Year** 2020



## CURRENT OWNER

**Name** Hafner Mark A Family Trust Uad 12-14-11  
C/O Brigett Workman

**Mailing Address** 836B Mooresville Pike  
Columbia, TN 38401

## SCHOOL ZONE INFORMATION

**J.E. Woodard Elementary** 1.1 mi

Elementary: Pre K to 5 Distance

**Whitthorne Middle School** 2.3 mi

Primary Middle: Pre K to 8 Distance

**Columbia Central High School** 2.3 mi

High: 9 to 12 Distance

## SALES HISTORY THROUGH 08/10/2021

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
7/27/2017	\$184,000	Hafner Mark A Family Trust Uad 12-14-11 C/O Briget	Gaither David G Etux Patricia Warranty Deed W			R2446/1102
8/29/2008	\$235,000	Gaither David G Etux Patricia W		Warranty Deed		R2051/702
5/19/2005	\$200,000	Lovett Dorris Etux Mary R		Warranty Deed		R1857/1497
11/11/1994		White Roy E				1244/19
8/31/1990	\$67,500	White Roy E Etux Carolyn		Warranty Deed		843/636
8/29/1988	\$67,500	Griffin Michael Wayne Etux Deborah M		Warranty Deed		797/421
12/9/1987		White Roy E Etux Carolyn				783/534
3/14/1986		White Edward Leon Jr				749/449

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2020	Assessment Year	2020	Columbia	1.1597

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## Property Report for 732 ARMSTRONG LN, cont.

Appraised Land	\$21,200	Assessed Land	Maury	2.2364
Appraised Improvements	\$255,000	Assessed Improvements		
Total Tax Appraisal	\$276,200	Total Assessment	\$110,480	
		Exempt Amount		
		Exempt Reason		

### TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2020	\$1,281.24	\$2,470.77	\$3,752.01
2019	\$1,281.24	\$2,470.77	\$3,752.01
2018	\$1,281.24	\$2,470.77	\$3,752.01
2017	\$1,590.91	\$3,110.01	\$4,700.92
2016	\$1,249.34	\$2,442.29	\$3,691.64
2015	\$1,249.34	\$2,273.11	\$3,522.46
2014	\$1,249.34	\$2,273.11	\$3,522.46
2013	\$1,228.61	\$2,215.76	\$3,444.37

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
07/27/2017	\$547,200	Hafner Mark A Family Trust Hafner Mark A (Tr)	First Tennessee Bank	R2446/1105
08/29/2008	\$233,163	Gaither David & Patricia	Homeland Community Bank	R2051/704

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Single Family	Condition	Average	Units
Year Built	1987	Effective Year	2003	Stories2
BRs		Baths	F    H	Rooms
Total Sq. Ft.		2,822		
Building Square Feet (Living Space)			Building Square Feet (Other)	
Base 1764			Basement Unfinished 1764	
Upper Story High 1764				

#### - CONSTRUCTION

Quality	Average	Roof Framing	Gable/Hip
Shape	Rectangular Design	Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Average
Common Wall		Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Drywall
Floor System	Wood W/ Sub Floor	Air Conditioning	Cooling Package
Exterior Wall	Common Brick	Heat Type	Heat Pakage
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	5

#### - OTHER

Occupancy	Occupied	Building Data Source	Inspection
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### PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
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Property Report for 732 ARMSTRONG LN. cont.

Stoop	5X7	1992	AVERAGE
Asphalt Paving	13500	2000	AVERAGE
Detached Garage Unfinished	30X70	2003	FAIR

PROPERTY CHARACTERISTICS: LOT

<b>Land Use</b>	Household Units	<b>Lot Dimensions</b>	
<b>Block/Lot</b>		<b>Lot Square Feet</b>	46,173
<b>Latitude/Longitude</b>	35.603399°/-87.118985°	<b>Acreage</b>	1.06

PROPERTY CHARACTERISTICS: UTILITIES/AREA

<b>Gas Source</b>	Public - Natural Gas	<b>Road Type</b>	Paved
<b>Electric Source</b>	Public	<b>Topography</b>	Level
<b>Water Source</b>	Public	<b>District Trend</b>	Stable
<b>Sewer Source</b>	Public	<b>Special School District 1</b>	
<b>Zoning Code</b>	IG	<b>Special School District 2</b>	
<b>Owner Type</b>			

LEGAL DESCRIPTION

<b>Subdivision</b>		<b>Plat Book/Page</b>	
<b>Block/Lot</b>		<b>District/Ward</b>	08
<b>Description</b>			

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47119C0280E	04/16/2007