

NOTICE OF LIS PENDENS

Notice is hereby given that a lien is claimed by **COLDWELL BANKER - GRAHAM & ASSOCIATES, INC., REALTOR** in the amount of **ELEVEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$11,700.00)**, which is the amount due to claimant pursuant to that certain contract styled "Exclusive Authorization and Right to Sell - Multiple Listing Authorization" dated June 27, 2001, a copy of which is attached, pertaining to the following described property:

*5361* LOT 36, MONTRACHET SUBDIVISION Part 1, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet D at Slot 18, reference to which is hereby made in aid of and as a part of this description.

The owner of the above described property is **JASON P. LUNETTA, 716 Esplanade, Ridgeland, Mississippi**. Claimant will show that owner agreed to pay to claimant compensation of six percent (6.0%) of the listing price of \$195,000.00 if sold, or "*if said property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker, or made unmarketable by Owner's voluntary act during the term hereof or any other extension thereof.*" Attached is a copy of a letter from Owner to claimant notifying claimant of Owner's unilateral termination of this contract. Suit has not been filed, and the subject contract, except as attached hereto, has not been filed or recorded.

DATED this the 19<sup>th</sup> day of October, 2001.

**COLDWELL BANKER - GRAHAM & ASSOCIATES, INC., REALTOR**

By: Robert D. Harrison  
Robert D. Harrison, its attorney

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 19<sup>th</sup> day of October, 2001, within my jurisdiction, the within named **ROBERT D. HARRISON**, who acknowledged to me that he is the Attorney for **COLDWELL BANKER - GRAHAM & ASSOCIATES, INC., REALTOR**, a corporation, and that for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

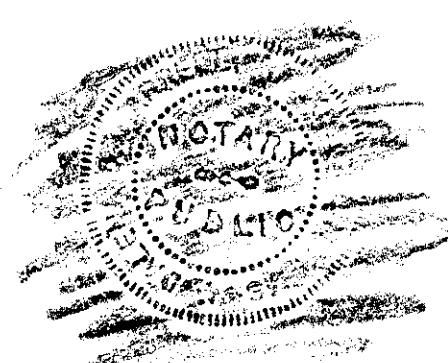
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JULY 25, 2004  
BONDED THRU STEGALL NOTARY SERVICE

My Commission Expires: \_\_\_\_\_

This instrument prepared by and should be returned to:

ROBERT D. HARRISON  
Post Office Box 16389  
Jackson, Mississippi 39236-6389  
(601) 957-0002

*7-00 pd.*





BOOK

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EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL  
MULTIPLE LISTING AUTHORIZATION

This is intended to be a legally binding agreement - READ IT CAREFULLY

1. EXCLUSIVE RIGHT TO SELL: I hereby employ and grant CBGA, hereinafter called "Broker", the exclusive and irrevocable right commencing on 6/27, 01, and expiring at midnight on 12/27, 01 to sell or exchange the real property situated in the City of Ridgeland, County of Madison, Mississippi, described as follows:

2. TERMS OF SALE: The purchase price shall be (\$ 15,000), and on the following terms or upon any other price and terms acceptable to me.

3. MULTIPLE LISTING SERVICE (MLS): Broker is a Participant of the Jackson Association of REALTORS® Multiple Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants. The Broker is authorized to cooperate with other licensed Brokers to sell this property and to share the commission resulting from the sale with the selling broker on a basis solely determined by the Listing Broker and to report the sale, including the price, terms and financing for the publication, dissemination, information and use by authorized Association members, MLS Participants and Subscribers.

4. COMPENSATION: Owner hereby agrees to compensate Broker, irrespective of agency relationship(s) as follows:

(a) 6 percent of the selling price or \$             , (i) if the property is sold during the term hereof, or any extension thereof, on the terms herein set forth or any other price and terms Owner may accept or through any other person, or by me, or (ii) 6 percent of the listing price or \$             , if said 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 other extension thereof.

(b) The compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise transferred within 180 days after the termination of this authority or any extension thereof 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 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 during the term of said protection period as provided for in subparagraph (b) and a sale, lease or exchange of the property is made during the term of said valid listing agreement.

5. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf a deposit on the account of the purchase price. In the event a deposit is forfeited, one-half the same shall be retained by or paid to the Broker, as his compensation, and one-half paid to owner, provided that the Broker's portion of any such forfeited deposit shall not exceed the amount of the above named commission.

6. LOCKBOX: Owner authorizes Broker to install a LOCKBOX. A lockbox designed as a repository of a key to the above premises will permit access to the interior of the premises by Participants of the Multiple Listing Service (MLS) and their authorized licensees. If property is not owner occupied, owner shall be responsible for obtaining occupant's written permission for use of the lockbox. Neither listing nor selling broker, MLS or Association of REALTORS is an insurer against theft, loss, vandalism or damage attributed to the use of lockbox.

YES        / NO        /       

7. SIGN: Owner authorizes the installation of a SALE/SOLD sign on the property. YES        / NO        /       

8. The Listing Broker is hereby authorized as an MLS Participant to:

- a. Offer other licensed Brokers Subagency and Compensation.  YES  NO
- b. Offer other licensed Brokers cooperation and compensation but not subagency.  YES  NO
- c. Participate in and offer disclosed Dual Agency and Compensation.  YES  NO
- d. Offer Cooperation and compensation to transaction brokers who are not agents of the seller nor the buyer.  YES  NO

8-1. As an additional service at no additional fee a photo and brief description of your home will be placed on the Internet, giving any subscriber the ability to view a photo and receive limited information.  YES  NO

9. HOLD HARMLESS: Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by owner, or from any material fact known by owner which owner fails to disclose. It is acknowledged and understood by the Owner that this information may be made available to other parties.

10. EQUAL HOUSING OPPORTUNITY: This property is offered in compliance with federal, state, and local anti-discrimination laws.

11. ATTORNEY'S FEES: In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

12. ENTIRE AGREEMENT: Owner acknowledges that he has read and understands this agreement, and has received a copy, and further agrees that he is the owner of this property.

Owner gives authority to Lender listed below to submit any information required by undersigned Broker concerning said property.

LENDER: \_\_\_\_\_ LOAN # \_\_\_\_\_

RECEIPT OF A COPY OF THIS CONTRACT IS HEREBY ACKNOWLEDGED.

DATED THIS 27 DAY OF June, 01.

Seller: Jason P. Lenett Social Security #: \_\_\_\_\_

Seller: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_

COMPANY: CBGA Broker: Graham Salesperson: S. Dickerson

Address: 1625 E. Countyline Date: 6/27, 01

City: Jackson State: MS Revised 10/97/10/99

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## SELLER'S DISCLOSURE STATEMENT

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The following is a Seller's Disclosure Statement, required by Sections 89-1-507 through 89-1-525 of the Mississippi Real Estate Brokers Act of 1954, as Amended, and made by the seller, concerning the condition of the residential property located at:

Seller(s): Jason Linette Approximate Age of the Property 6 mos.

This Disclosure is not a warranty of any kind by the Seller or any Agent of the Seller in this transaction and is not a substitute for any inspections or warranties the Purchaser may wish to obtain. This statement may be made available to other parties and is to be attached to the Listing Agreement (signed by owner).

**TO THE SELLER:** Please Complete the following form, including any past history of problems, if known. If the condition or question does not apply to your property, mark with "N/A".

**DO NOT LEAVE ANY BLANK SPACES. ATTACH ADDITIONAL PAGES IF NECESSARY.  
THIS FORM MAY BE DUPLICATED IN SIZE AND CONTENT BUT NOT ALTERED**

**STRUCTURAL ITEMS:****A. BUILDING CODE:**

Was the residence built in conformity with an approved building code? Yes  No \_\_\_\_\_ Unknown \_\_\_\_\_  
 If yes, was it inspected by a code enforcement inspector? Yes  No \_\_\_\_\_ Unknown \_\_\_\_\_  
 Was it inspected by someone other than a code enforcement inspector? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
Home Team Inspection

**B. STRUCTURAL ITEMS:**

Are you aware of any foundation repairs made in the past? Yes \_\_\_\_\_ No   
 If "YES", when were the repairs made and who was the contractor? \_\_\_\_\_

**C. HISTORY OF INFESTATION, IF ANY: TERMITES, CARPENTER ANTS, ETC.**

Any evidence of rot, mildew, vermin, rodents, termites, carpenter ants, or other infestation? Yes \_\_\_\_\_ No   
 Any infestation treatments? Yes  No \_\_\_\_\_ Any Repaired Damage? Yes \_\_\_\_\_ No   
 If your answer is "YES", please describe Wilson Termite & Environmental Service.  
 Is the structure under a termite contract? Yes \_\_\_\_\_ No  Who is contractor? \_\_\_\_\_

**D. ROOF:**

6 months  
 How old is the Roof? \_\_\_\_\_ Years. Any Repairs?   
 Have there been any leaks, gutter back up, or other problems with the roof? Yes  No \_\_\_\_\_  
 Has the roof been replaced or repaired during your ownership? Yes \_\_\_\_\_ No

**E. LAND AND SITE DATA:**

Is there a survey available? Yes  No \_\_\_\_\_ Date the survey was completed 6 months.

Are you aware of the existence of any of the following, to wit:

Encroachments: Yes _____ No <input checked="" type="checkbox"/> Unknown _____	Standing Water: Yes _____ No <input checked="" type="checkbox"/> Unknown _____
Easements: Yes _____ No <input checked="" type="checkbox"/> Unknown _____	Bluff/Erosion: Yes _____ No <input checked="" type="checkbox"/> Unknown _____
Soil Problems: Yes _____ No <input checked="" type="checkbox"/> Unknown _____	Subsoil Problem: Yes _____ No <input checked="" type="checkbox"/> Unknown _____
Flood Zone: Yes _____ No <input checked="" type="checkbox"/> Unknown _____	Land Fill: Yes _____ No <input checked="" type="checkbox"/> Unknown _____

Are there any specific zoning regulations which make the subject a non-conforming use (proper lot size, set backs, zoning, etc) Yes \_\_\_\_\_ No  If any of your answers in this section are "YES", please explain each in detail:

Has the property ever flooded? Yes \_\_\_\_\_ No  Is flood insurance required? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_  
 Are there any rights-of-way, easements, or similar matters that may affect your ownership interest in the property?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_ If "YES", please explain: \_\_\_\_\_

**F. ADDITIONS/REMODELS:**

Have there been any additions, remodeling, structural changes, or other alterations to property? Yes \_\_\_\_\_ No   
 If "YES", was all work done with necessary permits and approvals in compliance with the local building codes?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_. If "YES", who did the work? \_\_\_\_\_  
 If "NO", explain \_\_\_\_\_

**G. WALLS/ WINDOWS:**

Have there ever been any problems with interior or exterior walls or siding? Yes \_\_\_\_\_ No  Unknown \_\_\_\_\_  
 Any problems with the windows? Yes \_\_\_\_\_ No  If "YES", please explain \_\_\_\_\_

**H. OTHER:**

Has there been major damage to the property or any of the structure from fire, windstorm, or any other disaster?  
 Yes \_\_\_\_\_ No  Please describe \_\_\_\_\_

Are you aware of any problems which may exist with the property by virtue of prior usages such as, but not limited to, hazardous or toxic waste, asbestos components, lead based paint, urea-formaldehyde insulation, radon gas, underground tanks, naturally occurring radiation, or any past industrial uses of the premises? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If the answer to any of these questions is "YES", please explain \_\_\_\_\_

**MECHANICAL ITEMS:****A. ELECTRICAL SYSTEM/PLUMBING SYSTEM:**

Are you aware of any problems or conditions that affect the value, desirability, or functionality of the Heating, Cooling, Electrical, Plumbing, or Mechanical Systems? Yes \_\_\_\_\_ No  If "YES", please explain all known problems in detail \_\_\_\_\_

SELLER(S) INITIALS JL

PURCHASER(S) INITIALS \_\_\_\_\_

## WATER, SEWER, &amp; SEPTIC ITEMS:

## A. WATER:

The water supply is: Public  Private  On-site Well  Neighbor's Well  Other \_\_\_\_\_  
 If your drinking water is from a well, when was your water last checked for safety, what were the results of the test, and who conducted the test? \_\_\_\_\_  
 Do you have a water softener? Yes  No  Unknown \_\_\_\_\_  
 The Sewage System is: Public  Private  Septic  Cesspool  Treatment Plant  Other \_\_\_\_\_  
 Is there a sewage pump installed? Yes  No  Any problems with Treatment Plant? Yes  No   
 Date of the last Septic Inspection or Clean-out 6 months ago.  
 Are you aware of any leaks, back-ups, or other problems relating to any of the plumbing, water, sewage, or related items during your ownership? Yes  No  If "YES", please explain \_\_\_\_\_

## OTHER MATTERS/ITEMS:

## A. MISCELLANEOUS:

Is there any existing or threatening legal action affecting the property? Yes  No   
 Are you aware of any violations of local/state/federal laws/regulations relating to the property? Yes  No   
 Are you aware of any defects or needed repairs about which the purchaser should be informed? Yes  No   
 If "YES", please explain in detail \_\_\_\_\_  
 What is the approximate square footage of the Heated and Cooled Living Area of the residence 2290  
 How was the approximation of square footage determined? Builder  
 Are there any finished wood floors beneath the floor coverings? Yes  No   
 Are there any Homeowner's Association Fees associated with ownership? Yes  No   
 If the property is a Condominium, the Maintenance Fees are \$ \_\_\_\_\_ per \_\_\_\_\_  
 What is the Total Real Estate Tax Bill? \$ \_\_\_\_\_ Homestead Exemption has been filed for \_\_\_\_\_  
 What is the average YEARLY Electric Bill? \$ 400 What is the average YEARLY Gas Bill? \$ 500  
 If the residence is serviced by Propane (LP) Gas, what is the average YEARLY Propane Bill? \$ 10  
 The Propane Tank is: Owned  Leased  If Leased, how much is the lease payment? \$ \_\_\_\_\_  
 Is Cable Television Service available at the site? Yes  No   
 Are any items remaining with the residence that are financed separately from the mortgages? Yes  No   
 If "YES", please provide information: \_\_\_\_\_

## MAJOR APPLIANCES/SYSTEMS REMAINING WITH RESIDENCE:

ITEM	YES	NO	GAS/ELECTRIC	AGE	REPAIRS IN LAST TWO (2) YEARS
Cook-top	<input checked="" type="checkbox"/>		E		
Dishwasher	<input type="checkbox"/>		E		<u>6 months</u>
Garbage Disposal	<input checked="" type="checkbox"/>		E		
Ice-maker	<input type="checkbox"/>		E		
Microwave	<input checked="" type="checkbox"/>		E		
Oven(s)	<input checked="" type="checkbox"/>		E		
Refrigerator	<input checked="" type="checkbox"/>		F		
Stove	<input checked="" type="checkbox"/>		E		
Trash Compactor		<input checked="" type="checkbox"/>			
Vent-Fan	<input checked="" type="checkbox"/>				
Washer/Dryer	<input checked="" type="checkbox"/>		F		
Central Air	<input checked="" type="checkbox"/>		E		
Central Heat	<input checked="" type="checkbox"/>		C		
Chimney	<input checked="" type="checkbox"/>				
Fireplace	<input checked="" type="checkbox"/>				
Garage Door Opener	<input checked="" type="checkbox"/>				
Pool and Equipment		<input checked="" type="checkbox"/>			
Security System		<input checked="" type="checkbox"/>	wired		
Water Heater	<input checked="" type="checkbox"/>		E		
Wood Burning Stove		<input checked="" type="checkbox"/>			
Other Items					

To the extent of the Seller's knowledge as a property owner, the Seller(s) acknowledges that the information contained above is true and accurate for those areas of the property listed. The owner(s) agree to save and hold the Broker harmless from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by the owner(s) or from any material fact known by the owner(s) which owner(s) fail to disclose except the Broker is not held harmless to the owner(s) in claims, disputes, litigation, or judgments arising from conditions of which the Broker had actual knowledge.



SELLER (UPON LISTING)

DATE

SELLER (UPON LISTING)

DATE

SELLER (AT CLOSING)

DATE

SELLER (AT CLOSING)

DATE

PROSPECTIVE PURCHASER'S SIGNATURE

PURCHASER(S) ACKNOWLEDGE RECEIPT OF REPORT DATE



P.O.U.K.

# 7 PAGE 646 REAL ESTATE BROKER

P. O. Box 12685  
Jackson, MS 39236-2685

## GENERAL

Before you begin working with any real estate agent, you should know who the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3(1), Miss. Code., "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

## SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

**To the Seller:**

- \* The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

**To the Buyer and Seller:**

- \* A duty of honesty and fair dealing.
- \* A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

## BUYER'S AGENT

A buyer may contract with an agent or firm to represent him. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent.

A Buyer's Agent has the following duties and obligations:

**To the Buyer:**

- \* The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

**To the Seller and Buyer:**

- \* A duty of honesty and fair dealing.

## DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A disclosed dual agent may not disclose:

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- (c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

## IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting as agent for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller, (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

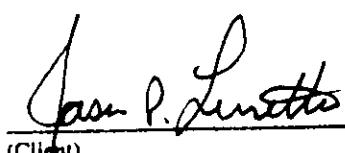
## ACKNOWLEDGEMENT OF DISCLOSURE

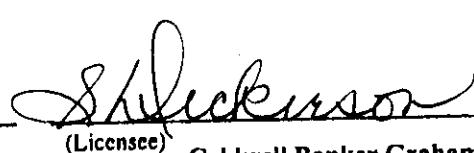
This is not a contract

The below named Licensee has informed me that brokerage services are being provided me as a:

- |                                                                           |                                                     |
|---------------------------------------------------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> Client (Seller's or Landlord's Agent) | <input type="checkbox"/> Customer (Not as my Agent) |
| <input type="checkbox"/> Client (Buyer's or Tenant's Agent)               |                                                     |
| <input checked="" type="checkbox"/> Client (Disclosed Dual Agent)         |                                                     |

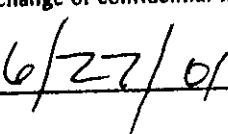
By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

  
(Client)

  
(Licensee)  
Coldwell Banker Graham  
& Assoc., Inc., Realtor

(Client)

(Company)

  
(Date)  
  
(Customer)  
  
(Customer)

LICENSEE - Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.

Graham + Ass. Inc., Realtor

As of Oct. 16, 2001 I will  
no longer need your services. Please  
cancel my listing & advertisements, as well  
as take the signs off my property  
and return the key. Thank you. I will  
be in touch when I decide again to sell.

Jason Lunetta  
owner  
716 Esplanade Dr.  
Ridgeland, MS. 39157

Thank you  
601-853-0616

**STATE OF MISSISSIPPI, COUNTY OF MADISON:**



I certify that the within instrument was filed for record in my office this 22 day  
of Oct., 2001, at 2:55 o'clock P M., and was duly recorded  
on the OCT 22 2001, Book No. 7, Page 642.

CHARLES A. WEEMS, CHANCERY CLERK

BY: B. Richardson D.C.