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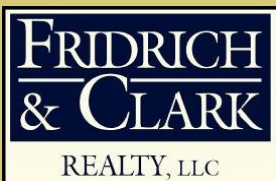
Sam's Special Points:

"Away in the meadow all covered with snow, the little old Groundhog looks for his shadow. The clouds in the sky will determine our fate, if winter will leave us early or late."

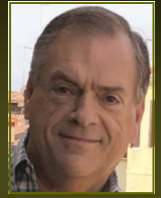
Don Halley

Interesting Tidbits for March

- In the Roman calendar September and December were named for the 9th and 10th months. So what about January and February—they were nameless months just called "Winter."
- With March Madness just ahead of us, economists have determined that American companies will lose \$1.9 billion in productivity as workers discuss and place wagers on the outcome.
- Because of March Madness the number of vasectomies surges the 1st week in March. Patients typically need a day with ice to prevent swelling, so why not schedule it when you can be watching the best basketball on the sofa at home?
- Daylight Savings Time returns on March 8th lasting until November 1st this year.
- We've all said "Beware the Ides of March," but why? The ides were the 15th day of the month. A seer told Caesar that he would be dead 'by the ides.' Thinking he was safe Caesar made one last walk, whereupon he was murdered by 60 conspirators.
- March 14th is Pi Day, which celebrates the natural occurrence of 3/14 and various pi (3.14) jokes and pies to be eaten.
- Matt, Martha and Burton are the proud owners of a new pup *Athena*, a Lab/Blood Hound mix who is 12 weeks old. She endures having Burton crawl in her bed and all over her.



Room to Grow...



Volume 13 Issue 2

February 2020

February Has Been an Unusually Busy Month

Typically February is a bit of a slower month with activity picking up toward the months end. However, this was not the case for the month that is coming to an end. First, a colleague at our firm and I were asked to help clients sell a nice home in a Green Hills cluster community. The home had previously been listed with another firm and an offer was made but the contract did not close for several reasons. As typical, the Sellers decided to make a change of agency. My colleague and I both had connections with the Seller, and the two of us brought unique strengths to represent the Sellers well. After several meetings with the Sellers, dissecting the previous contract that didn't close and different marketing strategies, we got to work getting the home back on the market. Previously the home had been inspected so our Sellers addressed all issues identified in the inspection report, new photos were made and we asked 20 agents from our and other larger firms to the home to give us advice particularly about price. After some discussion, the owners decided to follow our pricing recommendation. And, as we had hoped the family who had previously made an offer earlier circled back around. Their price was not as much as our clients hoped but it was reasonable given the other terms and conditions. (All cash, closing a day of Sellers choosing, no inspection, buying home is "As Is" condition.) Our Sellers quickly moved to have their belongings removed from the home in anticipation for an early closing date as the contract allowed. The day prior to the closing the Buyers did a final walk-thru as customary to ensure that during moving no damage had occurred. The movers did create 3 small exterior issues which the Sellers agreed to repair post closing and one exterior door threshold had failed. Sitting at the attorneys office for the closing we received a call that the Buyer had decided not to buy the house since it wouldn't hold all their furniture/it simply wasn't big enough. While that might have been the case, they failed to make any provision for such an issue in their original offer. We took the position in behalf of our Sellers that the validity of these items didn't matter, the Buyers were still obligated to close. Their inspection period was concluded and they had "no out."



Both the Seller and the Buyer consulted respective attorneys. Both my colleague and I consulted our Managing Broker and Broker Owner. All of us agreed that regardless of the size or "missing square footage" the Buyer had no out. However, in a spirit of compromise, we did agree to have an appraiser of the Buyers choice and expense to professionally measure the home producing a schematic floorplan for the Buyer to have for their use for the placement of furniture. Incidentally, in stating the square footage of the home, my colleague and I used the number as stated in the Tax Record which is the source used by 80% of all Realtors. Also, in our Realtor Remarks we had indicated "Buyer to verify all information deemed important." In behalf of our Sellers, we made it clear the transaction would proceed to close and must close by 2/14 as stated in the binding contract.

On the afternoon of the 13th, we received an amendment proposed and signed by the Buyers that if the Sellers would agree to a \$50,000 contact sales price reduction, the Sellers would proceed to close. After, again consulting with the Sellers attorney, our clients refused to agree to or sign the \$50,000 price reduction. We also reminded the Buyer that if they did not close by the next day, we believed they would be in breach of contract and their Earnest Money deposit of \$150,000 would be at risk of loss. For all of us involved on the Seller side, no one slept well the night of the 13th. However, by mid-morning of the 14th we were informed the Buyers had agreed to proceed with the closing having scheduled their signing for 2:00 PM that afternoon. Our clients, although very frustrated, felt very happy to close this chapter of their life and to proceed to settle into their new condo as their forever home.

While this was certainly a tense transaction for several reasons, it did cause me to keep saying in my mind several times: "My job, during tough times in the Real Estate process, is to keep my wits and senses about me while all around it seems like everyone else is losing their." And, it's not about winning or losing. It's about making good business decisions and doing the right thing. Without sounding like a preacher, "do unto others as you would have them do unto you" kept playing in my mind.

Give me a call at 615.210.6057 to discuss any real estate need you might have.

Sam's Latest Hits and Tips

This month I'm sharing one of our households favorite main course recipes.

Salmon with Caper-Anchovy Butter

- | | |
|----------------------------------|---|
| 4 large garlic cloves | 3 canned anchovy filets |
| 2 Tablespoons drained capers | 1 Tablespoon fresh lemon juice |
| 1 Tablespoon Cognac | 1 Tablespoon chopped fresh curly parsley |
| 1/2 Teaspoon ground black pepper | 1/2 cup (1) stick of butter, room temperature |
| 6 6 ounce salmon fillets | |

Blend first 7 ingredients in food processor. Add butter and process until well blended. Season to taste with salt. Lay sheet of plastic wrap on work surface. Transfer butter mixture to plastic wrap and roll to form a 9 inch-long log. Freeze until firm, about 1 hour. (Butter mixture can be made ahead and kept chilled until ready for use.) Position oven rack about 6 inches below broiler; preheat broiler. Place salmon fillets on broiler pan and sprinkle with salt and pepper. Broil salmon until just cooked through, about 8 minutes. (Salmon can also be cooked on a grill with oiled foil.) Transfer salmon to plates. Cut caper-anchovy butter into 1/2 inch-thick slices. Top each salmon filet with 2 butter slices. Serve salmon fillets hot. Served with a simple slaw and some small roasted potatoes this makes a simple, tasty, impressive meal.

I would love to hear any feedback or suggestions of your favorite dishes.

www.SamColemanHomes.com



**SAM COLEMAN,
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Welcome to Sam Coleman's newsletter

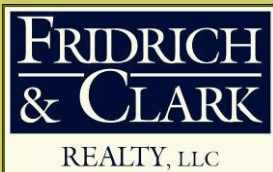
Room to Grow...

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Serving the Local Realtor Association

Since first obtaining my realtor license in Tennessee, I have been involved with the local association now known as Greater Nashville Realtors. I have served on several committees as well as a term on the Association Board of Directors. In addition, I have now served for five years, with this current year, my third as Chair, for the Arbitration Committee. This committee assignment has been the most professionally rewarding for me.

Throughout the country the National Association of Realtors established a process requiring arbitration in disputes involving commissions when the managing brokers of two different firms cannot resolve the situation. The process is very scripted. The party who feels they were due a commission has to file a written complaint which, when received, requires the other side to give a written response. The matter, if warranted, goes to a grand jury of Realtors to determine if the complaint involves ethics and/or commissions. If it involves commission it is referred to the Arbitration Committee, which I Chair. From a pool of 10 realtors a hearing panel of five are selected. None of those selected can be associated with either firm involved in the dispute. Written evidence is submitted in advance for the panel to review, followed by a hearing with most parties involving legal counsel. All evidence and oral arguments are presented. The Arbitration Panel makes a binding decision with no appeal process. The system requires that there is no "splitting" of the disputed commission. Only one party can "earn" the commission. At each meeting I learn how to be a better Realtor.

Call me at 615.210.6057 if you wish to discuss making a move or send a referral.