

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Kizer & Black, Attorneys, PLLC
217 E. Broadway Avenue
Maryville, TN 37804

Authorized Signatory

ORT Form 4690 8-1-16
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary



Schedule A
ALTA COMMITMENT

1. Commitment Date: July 25, 2018 at 07:29AM
2. Policy (or Policies) to be issued: Proposed Policy Amount
 - (a) ALTA Owner's Policy ()
Proposed Insured:
TO BE DETERMINED
 - (b) _____ ALTA Loan Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
SHERRI EVEY KENNY AND KRISTI EVEY SATTERFIELD
5. The Land is described as follows:
SEE SCHEDULE C ATTACHED HERETO

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Schedule B-I
ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Title will only be certified to the edge of Little River as shown on survey.
6. Need Boundary Line Agreement with neighbor to the West.

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Schedule B-II ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
3. Rights and claims of parties in possession.
4. Mechanic's, Contractor's or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
5. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
6. Liens, encumbrances, or claims thereof, which are not shown by the public record.
7. 2018 taxes are a lien not yet due and payable.
8. Subject to riparian rights of public in and to Little River. Subject to Right-of-Way for Melrose Station Road and Old Tuckaleechee Pike.
9. Subject to Declaration in Misc. Record Book Vol. 110, Page 411.

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Schedule C
ALTA COMMITMENT

The Land referred to in this Commitment is described as follows:

TRACT 1: SITUATED in District Fourteen (14) of Blount County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin set on the Westerly edge of Old Tuckaleechee Pike (Old Walland Highway) being located S. 19-09 W. 7.35 feet from a ½ inch set iron pin (witness) said Point of Beginning being common corner with Tract 2 described hereinbelow said Point of Beginning being located in riprap; thence from said Point of Beginning along the property of Kenny and Satterfield (Tract 2 below) S. 19-09 W. 206.18 feet to a point on the edge of Little River; thence with the edge of Little River N. 56-30 W. 19 feet more or less to an 18 inch hackberry (witness); thence along the curve to the right having a chord bearing of N. 59-44 W. 307.39 feet to a point; thence continue with Little River along a curve to the right having a chord bearing of N. 57-41 W. 186.46 feet to a point; thence along curve to the right having a chord bearing of N. 50-51 W. 114.36 feet to a 12 inch tree; thence continue with Little River on curve to the right having a chord bearing of N. 35-07 W. 64.41 feet to a point; thence with a curve to the left having a chord bearing of N. 03-18 W. 31.90 feet to a set nail on edge of water; thence continue with Little River N. 15-53 W. 122.28 feet to a point; thence continue with the edge of Little River along a curve to the left having a chord bearing of N. 42-48 W. 132.65 feet to a point; thence with Little River along a curve to the left having a chord bearing of No. 42-14 W. 85.80 feet to a point; thence with the edge of Little River along a curve to the left having a chord bearing of N. 43-24 W. 109.36 feet to a point; thence along the edge of Little River along curve to the left having a chord bearing of N. 44-14 W. 243.38 feet to a point; thence along a curve to left and the edge of Little River a chord bearing of N. 46-59 W. 188.47 feet to a point; thence along the edge of Little River a curve to the left having a chord bearing of N. 46-23 W. 96.97 feet to a point upon the property described in Warranty Deed Book Vol. 479, Page 52; thence with said property of Warranty Deed Book Vol. 479, Page 52 and a tree line N. 43-11 E. 49.32 feet to a set iron pin on the Western edge of Old Tuckaleechee Pike (Old Walland Highway); thence with the edge of Old Tuckaleechee Pike (Old Walland Highway) S. 48-01-28 E. 957.17 feet to a ½ inch set iron pin; thence continuing with the Southwestern edge of Old Tuckaleechee Pike (Old Walland Highway) S. 47-36-31 E. 367.47 feet to an existing nail; thence with the Southwestern edge of Old Tuckaleechee Pike (Old Walland Highway) S. 62-11-16 E. 273.49 feet to the Point of Beginning and containing 4.8 acres, more or less, as shown by survey of Tracy Widner, Tennessee RLS #2115, P.O. 18358, Knoxville, Tennessee 37928, bearing Drawing No. 18-053.

TRACT 2, PARCELA: SITUATED in District Fourteen (14) of Blount County, Tennessee, and being more particularly described as follows:

BEGINNING at a set iron pin on the Southwestern edge of Old Tuckaleechee Pike (Old Walland Highway) and the Northwestern edge of Melrose Station Road; thence from said point beginning along the edge of Melrose Station Road S. 29-02-28 W. 206.13 feet to a point on the Northeastern edge of Little River; thence with the edge of Little River along a curve to the left having a chord bearing of N. 53-22 W. 140.07 feet to a point; thence continuing with the edge of Little River along a curve to the left having a chord bearing of N. 59-53 W. 165.14 feet to a point on the edge of Tract 1 described herein above; thence with said Tract 1 N. 19-09 E. 206.18 feet to a point in riprap on the Southwestern edge of Old Tuckaleechee Pike (Old Walland Highway); thence with the edge of Old Tuckaleechee Pike (Old Walland Highway) S. 57-49-31 E. 339.91 feet to the point of Beginning and containing 1.4 acres, more or less, as shown by survey of Tracy Widner, Tennessee RLS #2115, P.O. 18358, Knoxville, Tennessee 37928, bearing Drawing No. 18-053.

PARCEL B: BEGINNING at a point on the Southwestern edge of Old Tuckaleechee Pike (Old Walland Highway) and the Northeastern edge of Melrose Station Road; thence from said point of Beginning along the edge of Old Tuckaleechee Pike (Old Walland Highway) S. 33-32-33 E. 144.41 feet to a 5/8ths inch existing iron pin; thence continue with the edge of Old Tuckaleechee Pike (Old Walland Highway) along a curve to the left having a radius of 307.84 feet, an arc distance of 53.89, feet and a chord bearing of S. 27-29-36 E. 53.82 feet to a point; thence continue with the edge of Old Tuckaleechee Pike (Old Walland Highway) along a curve to the left having a radius of 229.90 feet, an arc distance of 108.02 feet, and a chord bearing of S. 45-58-09 E. 107.03 feet to a point; thence continuing with the edge of Old Tuckaleechee Pike (Old Walland Highway) S. 62-19-41 E. 69.46 feet to a point; thence along a curve to the right having a radius of 49.90 feet an arc distance of 56.45 feet, a chord bearing of S. 28-00-35 E. 53.49 feet to a point on the Northeastern edge of Little River; thence with the edge of Little River, a curve to the right having a chord bearing of N. 66-50 W. 109.45 feet to a point; thence along a curve to the right having a chord bearing of N. 61-39 W. 190.05 feet to a point; thence along a curve to the left having a chord bearing of N. 56-49 W.

Schedule C

(Continued)

115.94 feet to a point on the Eastern edge of Melrose Station Road; thence with the Eastern edge of Melrose Station Road N. 29-02-28 E. 175.30 feet to the point of Beginning and containing 0.8 acres, more or less, as shown by survey of Tracy Widner, Tennessee RLS #2115, P.O. 18358, Knoxville, Tennessee 37928, bearing Drawing No. 18-053.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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