

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE
Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Title Guaranty and Trust Company of
Chattanooga
Company

Chattanooga, Tennessee
City, State



Senior Chairman of the Board

Chairman of the Board

President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Title Guaranty and Trust Company of
Chattanooga
Company

Chattanooga, Tennessee
City, State



Senior Chairman of the Board

Chairman of the Board

President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

PRIVACY POLICY OF THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on need to know basis only. Only title company personnel who need to know can access the information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: we allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information)', policy numbers, or amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.

We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

SCHEDULE A

Order Number: 20152498

1. `Effective Date: October 27, 2015 at 8:00 am
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's Policy - (6/17/06)
Proposed Insured: TBD
 - (b) ALTA Loan Policy - (6/17/06) - 0 -
Proposed Insured: NONE
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the fee simple estate or interest in the land is at the effective date vested in:
CANNON PARTNERSHIP, a Tennessee general partnership
5. The land referred to in this Commitment is described as follows:

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Lot Ten (10), Ware Branch Cove P.U.D. Unit One (1), as shown by plat of record in Plat Book 32, Page 145-1, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH the rights granted to the Purchasers (as said term therein is defined) by that certain Amendment to Private Road Agreement dated October 7, 1978, recorded in Book 2554, Page 922, Register's Office of Hamilton County, Tennessee.

TOGETHER WITH the right of Grantee, its successors and assigns to free and uninterrupted use of that private road connecting Hinkle Drive (as defined in the above-mentioned Amendment to Private Road Agreement) with Ware Branch (Thatch) Road described in the deed from the United States of America to J. W. Davis and wife, Minnie Davis, dated May 14, 1947 recorded in Book 989, Page 590 in said Register's Office.

LESS AND EXCEPT that portion conveyed to Hamilton County, Tennessee, in Deed recorded in Book 3842, Page 774, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed from Alvin F. Cannon and wife, Frances C. Cannon, to Cannon Partnership, a Tennessee general partnership, dated and recorded on December 22, 1999 in Book 5506, Page 390, in the Register's Office of Hamilton County, Tennessee. See also, Deed recorded in Book 2706, Page 58, and in Book 3482, Page 388, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B

PART I & II

Order Number: 20152498

I. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. NO OUTSTANDING DEEDS OF TRUST FOUND OF RECORD, PLEASE VERIFY.
2. Proper Deed of Warranty from CANNON PARTNERSHIP, a Tennessee general partnership, by SunTrust Bank in its capacities as Trustee of the Frances C. Cannon Family Trust and as Co-Executor of the Estate of Alvin F. Cannon, Managing General Partner, to _____, must be placed of record in the Register's Office of Hamilton County, Tennessee, and any liens retained therein released.
3. Proper Affidavit as to Mechanics' and Furnishers' liens must be furnished this Office. PLEASE NOTE: In the event that any improvements on the herein described property are of new construction (having been completed within the last year), it will be necessary to comply with the "Notice of Completion Law" as provided for in Chapter 189, 2007 State Public Acts.
4. Proper payment of property taxes as set forth on Schedule B.
5. Proper Partnership Agreement for CANNON PARTNERSHIP, a Tennessee general partnership must be presented this Office.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
 - (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

SCHEDULE B

PART I & II

Order Number: 20152498

3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$1,399.88, BILL #87388.
2016 County Taxes are a LIEN, not yet due and payable.
Map and Parcel Number: 059N-A-010, Assessment: \$50,625.00.
4. The rights or claims of parties in possession under any outstanding, oral or written, lease or rental agreements.
5. Any governmental zoning and subdivision ordinances in effect thereon.
6. Conditions, restrictions, reservations, limitations, easements, any lien rights, etc., as set out in instrument recorded in Book 989, Page 590, as modified in Book 1254, Page 26; and in Book 2630, Page 439, in the Register's Office of Hamilton County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Drainage easement as shown, described or noted on recorded plat.
8. Anchor easement as shown, described or noted on recorded plat.
9. Building setback requirements as shown, described or noted on recorded plat.
10. Five (5) foot wide by Twenty (20) foot long utility easement reserved along all side property lines from the road right of way as stipulated on legend of said recorded plat on recorded plat.
11. Rights of others in and to the use of the private roads.
12. Accretion, avulsion and reliction caused by the waters of the Chickamauga Lake.
13. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plat.

Hamilton County, Tennessee

Unofficial Property Card

Location 6414 WARE BRANCH COVE DR	Property Account Number 7588	Parcel ID 059N A 010
Property Type 22	Land Use 910	District COUNTY

Current Property Mailing Address

Owner CANNON PARTNERSHIP SUNTRUST PHI Address P O BOX 1638 M0325	City CHATTANOOGA State TN Zip 37401
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Current Property Sales Information

Sale Date 12/22/1999	Legal Reference 5506-0390
Sale Price \$0	Grantor(Seller) CANNON ALVIN F

Current Property Assessment

Building Value	\$0
Xtra Features Value	\$0
Land Value	\$202,500
Total Value	\$202,500
Assessed Value	\$50,625

Narrative Description

This property is classified as N/A with a(n) N/A style structure on this card, built about with 0 square feet.

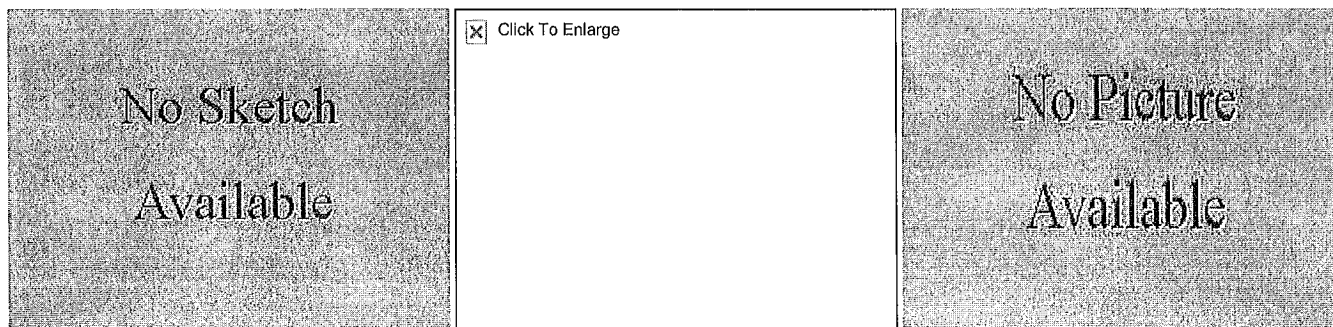
Land Description

The total land area of this property is (165.0X269.86IRR).

Legal Description

LT 10 WARE BRANCH COVE UNIT 1 32-145

Property Images



Property

Location 6414 WARE BRANCH COVE DR	Account Number 7588	Parcel ID 059N A 010
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
12/22/1999	\$0	5506-0390	CANNON ALVIN F	
5/5/1988	\$0	3482-0388	CANNON ALVIN F TR	
9/9/1980	\$13,500	2706-0058		
12/15/1978	\$0	2554-0918		



Hamilton County Trustee
Property Tax Inquiry

Bill Hullander - Hamilton County Trustee

210 Courthouse @ 625 Georgia Ave.
 Chattanooga, TN 37402

Phone: (423) 209-7270 Fax: (423) 209-7271

Office Hours: Mon - Fri 8:00am-4:00pm except these holidays

Hamilton County Tennessee
A great place to work and live.

- [Trustee Home](#)
- [Satellite Location Directions](#)
- [General Property Tax FAQs](#)
- [Current Property Tax Rates](#)
[Email the Trustee](#)
- [2014 Tax Roll File](#)
- [Delinquent File Download](#)

Trustee - Tax Bill

[Return to Property Details](#)

[Printing Tips](#)

State Grid	059N A 010	Flags	None
District	County South (2)		
Property Address	6414 WARE BRANCH COVE DR		

Bill Type	Real Property	Bill Year	2015	
Status	Active	Bill #	87388	
Mailing Address	CANNON PARTNERSHIP SUNTRUST PHI P O BOX 1638 M0325 CHATTANOOGA TN, 37401		Assessment	\$50,625.00
Legal Desc	1. LT 10 WARE BRANCH COVE UNIT 1 32-145 2. 3. 4.			

Other Links

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

Billing Information

Date	Transaction Type	Fee Type	Amount
9/23/2015	Tax Billing	County Tax	\$1,399.88

Total Due \$1,399.88

IF PAID BY 2/29/2016 U S POSTMARK ACCEPTED

Make Payment

MAKE CHECKS PAYABLE AND MAIL TO:

HAMILTON COUNTY TRUSTEE
 625 Georgia Ave., Room 210
 Chattanooga, TN 37402-1494

Send any suggestions about this site to [County Webmaster](#)
 © 2015, General Government of Hamilton County

Instrument: 1999122200179
Book and Page: GI 5506 390
Deed Recording Fee \$32.00
Data Processing Fee \$2.00
Probate Fee \$1.00 XMP
Total Fees: \$34.00
User: KSPRUJELL
Date: 22-DEC-1999
Time: 11:44:44 A
Contact: Pam Hurst
Hamilton County Tennessee

LT&E File #99-528.wmm

QUITCLAIM DEED

FILE LEGAL TITLE AND ESCROW, INC.
737 Market Street
Chattanooga, Tennessee 37402
(423) 756-4154

Prepared by:
Robert L. Brown, Attorney
737 Market Street
Chattanooga, Tennessee 37402

Print to: Terry R. Cavitt
320 McCallie Avenue
Chattanooga, TN 37416

Date: December 22nd, 1999

In consideration of Ten Dollars (\$10.00) and other considerations, the receipt and sufficiency of which are hereby acknowledged, Alvin F. Cannon and wife, Frances C. Cannon, hereinafter called Grantors, hereby grant and convey to Cannon Partnership, a Tennessee general partnership, hereinafter called Grantee, the following property:

All those tracts or parcels of land being described on Exhibit A attached hereto

Grantors and Grantee acknowledge that this Deed was prepared from information furnished by them. No title examination has been made and neither Robert L. Brown, Terence L. Morris nor Legal Title and Escrow, Inc. shall have any liability for the status of title to the property or for the accuracy of such information.

TOGETHER WITH all rights appurtenant to said property to Grantee forever in FEE SIMPLE.

IN WITNESS WHEREOF, Grantors have signed this Deed as of the date shown above.

Alvin F. Cannon
Alvin F. Cannon

Frances C. Cannon
Frances C. Cannon

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Alvin F. Cannon and wife, Frances C. Cannon with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument as their free act and deed.

WITNESS my hand this 22nd day of December, 1999.

Terry R. Cavitt
Notary Public (Seal)

Date of Expiration of Commission: 12-27-2000

5506/390

STATE OF TENNESSEE

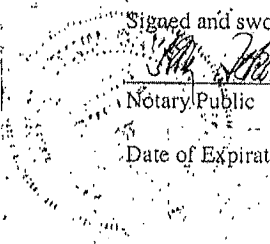
COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or the value of property transferred, whichever is greater, is \$-0-.

Cannon Partnership, a Tennessee general partnership

By: Alvin F. Cannon, Managing General Partner

Signed and sworn to or affirmed before me this 22nd day of December, 1999.



Alan Covert
Notary Public (Seal)

Date of Expiration of Commission: 12-23-2000

<u>Name and Address of Grantee</u>	<u>Tax Bills To:</u>	<u>Tax Map Parcel No.</u>
Cannon Partnership 5321 Hwy 58 Chatt TN 37416	Same	See Exhibit A

All those tracts or parcels of land lying and being in Hamilton County, Tennessee and being further described as follows:

Tract One:

Tax Map Nos. 150A-B-002.05; 150A-B-002.04; 150A-B-002.03; 150A-B-002.02; 150A-B-002.01; 150A-B-002

All those tracts parcels of land lying and being in the Second Civil District, Hamilton County, Tennessee being Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) of Cannon Woods Subdivision as shown by plat recorded in Plat Book 44, Page 19, Register's Office of Hamilton County, Tennessee

For prior title, see deed recorded in Book 3481, Page 184, Register's Office of Hamilton County, Tennessee.

Tract Two:

Tax Map No. 120K-A-004

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being more particularly described as follows:

From the northeast corner of Southwest Quarter of the Northeast Quarter of Section 20, Township 5, South Range 3, West run South 68 degrees East 400 feet to corner Peter Johnson's fence; thence South 22 degrees West 540 feet to Dock Johnson's northwest corner which is the beginning corner of the land herein conveyed; thence South 68 degrees East with line between Dock Peter Johnson 418 feet to rock corner near north side of Turkey Foot Pike; thence South 22 degrees West 312 feet to a corner; thence North 68 degrees West 418 feet; thence North 22 degrees East 312 feet to the beginning corner.

Being the same property conveyed by deed recorded in Book 3481, Page 182, said Register's Office.

Tract Three:

Tax Map No. 073G-A-009

All that tract or parcel of land lying and being in the Third Civil District of Hamilton County, Tennessee being further described as follows:

Beginning at an angle iron in the Eastern line of Johnson Road at the Northwest corner of a tract conveyed to Charles J. Smith by deed recorded in Book 1875, Page 132, said Register's Office; thence running Northwardly along the eastern line of North Johnson Road 102 feet to an iron pin; thence South 87 degrees 38 minutes East 1,543.2 feet to an iron pin in the western line of the Chattanooga-Dayton Pike; thence southwardly along said Pike 450 feet more or less, to a point; thence North 87 degrees 38 minutes West 430.4 feet to a point; thence North 86 degrees 50 minutes West 630.87 feet to a stone; thence North 87 degrees 17 minutes West 278.8 feet to a point in the eastern line of North Johnson Road; thence northwardly along the North Johnson Road 211.4 feet to an iron pin in the southwest corner of the Charles J. Smith tract above referred to; thence South 87 degrees 20 minutes East 469 feet to an angle iron; thence North 46 degrees East 92.5 feet to an angle iron; thence North 87 degrees 20 minutes West 469.3 feet to an angle iron in the eastern line of North Johnson Road, the point of beginning.

Being the same property conveyed by deed recorded in Book 2143, Page 359, said Register's Office.

Tract Four:
Tax Map No. 138M-A-001

Book and Page: 61 5506 393

All that tract or parcel of land lying and being in Hamilton County, Tennessee, being more particularly described as follows: Being the eastern five hundred (500) feet of Tract Nine (9), of the Subdivision of the land of Mr. and Mrs. John Baldwin, as shown by plat of record in Plat Book 15, Page 12, of the Register's Office of Hamilton County, Tennessee. According to said plat, said part of tract is more particularly described as follows: Beginning at a point in the western line of Hickory Valley Highway at the northeastern corner of Tract 8 of said subdivision; and thence North 52 degrees West along the dividing line of Tracts 9 and 8, 500 feet to a point; thence about North 23 degrees 30 minutes east across said Tract 9, 303 feet to a point in the northern line of said Tract 9; thence South 62 degrees east along said line 500 feet to a point in the western line of Hickory Valley Highway; thence about South 23 degrees 30 minutes West 303 feet to the point of beginning.

Being the same property conveyed by deed recorded in Book 3219, Page 297, said Register's Office.

Tract Five:
Tax Map No. 120I-B-018; 120I-B-017

All those tracts or parcels of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lots Twenty-Five (25) and Twenty-Six (26), Bal Harbor, as shown by plat recorded in Plat Book 25, Page 55, said Register's Office.

Being the same property conveyed by deed recorded in Book 3481, Page 173, said Register's Office.

Tract Six:
Tax Map No. 120I-B-019

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Twenty-Seven (27), Bal Harbor, as shown by plat recorded in Plat Book 25, Page 55, said Register's Office.

Being the same property conveyed by deed recorded in Book 3437, Page 11, said Register's Office.

Tract Seven:
Tax Map No. 028-027

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being further described as follows:

Beginning at an iron pin located in the West line of Section 16 where intersected by the Southern line of the Bowater Tract (formerly Hiwassee Land Company) as described in Deed of record in Book 2615, Page 48, in the Register's Office of Hamilton County, Tennessee, and the Northwest corner of the following described property; thence along the Southern line of the Bowater tract, South 66 degrees 30 minutes East, a distance of 1,357.54 feet to a post; thence South 64 degrees 28 minutes 03 seconds East, a distance of 318.03 feet to an iron pin located in the Western line of Parker Loop Road; thence South, Southwestwardly and Westwardly along Parker Loop Road the following calls and distances: South 16 degrees 29 minutes 59 seconds West, 114.37 feet to a point; South 08 degrees 13 minutes 05 seconds West, 150.53 feet to a point; South 08 degrees 13 minutes 05 seconds West, 86.34 feet to a point; along a curve to the right (having a radius of 190.68 feet, length of 134.17 feet, chord of 131.42 feet, chord bearing of South 28 degrees 22 minutes 38 seconds West, Delta angle of 40 degrees 19 minutes 04 seconds, and tangent of 70 feet), a distance of 116.8 feet to a point; South 48 degrees 32 minutes 10 seconds West, 80.50 feet to a point; South 48 degrees 32 minutes 10 seconds West, 161.90 feet to a point; South 39 degrees 56 minutes 49 seconds West, 118.14 feet to a point; South 39 degrees 56 minutes 49 seconds West, 71.55 feet to a point; South 30 degrees 58 minutes 06 seconds West, 206.71 feet to a point; South 30 degrees 58 minutes 06 seconds West, 6.58 feet to a point; South 36 degrees 07 minutes 36 seconds West, 210.13 feet to a point; South 57 degrees 04 minutes 41 seconds West, 72.27 feet to a point; South 88 degrees 13 minutes 38 seconds West, 63.71 feet to a point; North 68 degrees 09 minutes 05 seconds West, 631.63 feet to a point; North 68 degrees 09 minutes 05 seconds West, 53.57 feet to a point; North 68 degrees 36 minutes West, 532.73 feet to a point; along a curve to the right (having a radius of 116.97 feet, length of 165.47 feet, chord of 152.02 feet, chord bearing of North 28 degrees 04 minutes 18 seconds West, Delta angle of 81 degrees 03 minutes 27 seconds, and tangent of 100 feet), a distance of 130.01 feet to a point; North 12 degrees 27 minutes 26 seconds East, 262.3 feet to a point; North 12 degrees 27 minutes 26 seconds East, 93.15 feet to a point; along a curve to the right (having a radius of 569.99 feet, length of 99.74 feet, chord of 99.62 feet, chord bearing of North 17 degrees 28 minutes 14 seconds East, Delta angle 10 degrees 01 minute 35 seconds, and tangent of 50 feet), a distance of 95.37 feet to a point; North 22 degrees 29 minutes 01 second East, 108.87 feet to a point; North 22 degrees 29 minutes 01 second East, 141.93 feet to a point; North 12 degrees 43 minutes 30 seconds East, 69.28 feet to a point; thence leaving Parker Loop Road and running along the West line of Section 16, North 22 degrees 45 minutes 07 seconds East, a distance of 575.08 feet to the point of beginning. Shown as Tracts 12-20 on Boundary Survey by Jimmy L. Richmond, dated April 18, 1995, revised May 26, 1995.

Being the same property conveyed by deed recorded in Book 4516, Page 376, said Register's Office.

Tract Eight:
Tax Map No. 059N-A-010

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being Lot Ten (10), Ware Branch Cove P.U.D., Unit I, as shown by plat recorded in Plat Book 32, Page 145-1 in the Register's Office of Hamilton County, Tennessee.

Being the same property conveyed by deed recorded in Book 3482, Page 388, said Register's Office.

TOGETHER WITH the rights granted to the Purchasers (as said term is therein defined) by that certain Amendment to Private Road Agreement dated October 7, 1978, recorded in Book 2554, Page 922, said Register's Office.

TOGETHER WITH the right of Grantee, its successors and assigns to free and uninterrupted use of that private road connecting Hinkle Drive (as defined in the above-mentioned Amendment to Private Road Agreement) with Ware Branch (Thatch) Road described in deed recorded in Book 989, Page 590, said Register's Office.

[Handwritten signature]
Public

Tract Nine:
Tax Map No. 120Q-H-025.05

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being

Beginning at the Northwest (N.W.) corner of hereinabove said Tract 7; thence N 82 deg. 13' 18" E, 475.85' to a point; said point being located on the North-South Quarter, Quarter (N-S1/4, 1/4) Line of hereinabove said Quarter section, and also the Northeast (N.E.) corner of said Tract 3; thence S 23 deg. 00' 10" W, along said Quarter Line, 340.03' to a point; said point being the Southeast (S.E.) corner of said Tract 3, and also the Northeast (N.E.) corner of hereinabove said Tract 2; thence N 68 deg. 32' 42" W, 77.39' to a point; thence S 26 deg. 00' 02" W, 37.63' to a point; thence N 71 deg. 00' 24" W, 52.03' to a point; thence S 23 deg. 16' 35" W, 37.67' to a point; thence N 83 deg. 41' 23" W, 64.51' to a point; thence N 54 deg. 48' 17" W, 69.78' to a point; thence N 11 deg. 32' 16" E, 95.00' to a point; thence N 32 deg. 32' 38" W, 155.87' to the point of beginning, said point also being the Northwest (N.W.) corner of said Tract 3.

This Tract contains 2.230 Acres, more or less.

Being part of the property conveyed by deed recorded in Book 3825, Page 108, said Register's Office.

Tract Ten:
Tax Map No. 109F-F-001

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being further described as follows:

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being the same property described as Tracts 1, 2, 3 and 4 in Deed from Tennessee Title Company, Trustee to A. Mark Slater, Trustee, as recorded in Book 2072, Page 299 in the Register's Office of Hamilton County, Tennessee, said property being more particularly described as follows: BEGINNING at a point in the northeast line of Bellshmitt Road at the southwest corner of Lot 36, West Dupont Village Subdivision, as shown by plat of record in plat Book 17, page 43 in the Register's Office of Hamilton County, Tennessee; thence along the West line of West Dupont Village Subdivision, on a bearing of North 8 degrees 53 minutes East (according to Subdivision Plat this bearing is North 7 degrees 44 minutes East) 356.4 feet to the Northeast corner of Tract 1 in Deed recorded in Book 2072, Page 299, said Register's Office, this corner being the Southernmost corner of property conveyed by Tennessee Title Company of Chattanooga, Inc., Trustee to Evelyn Montgomery by Deed recorded in Book 1644, Page 326, said Register's Office; thence along the common line of said Tract 1 and the said Montgomery property, on a bearing of North 53 degrees 10 minutes West (according to Deed recorded in Book 1644, Page 326, said Register's Office, North 55 degrees 07 minutes West) a distance of 54.8 feet to the Northwest corner of Tract 1; thence along the Northwest line of said Tract 1, thence along the Northwest 16.04 feet, more or less, to a point located 16 feet southwestwardly of the northwest corner of Tract 1 above described, if measured at right angles thereto, said point being the Northeast corner of Tract 2 in Deed recorded in Book 2072, Page 299, said Register's Office; thence along the Northeast lines of Tracts 2, 3 and 4 set out in said Deed, along a line parallel with and 16 feet southwestwardly from the Southwest line of said Evelyn Montgomery property above referred to, if measured at right angles, on a bearing of North 53 degrees 10 minutes West (according to said Montgomery Deed North 55 degrees 07 minutes West) a distance of 224.2 feet, more or less, to the Northwest corner of Tract 4 in Deed recorded in Book 2072, Page 299, said Register's Office, this corner being the Northeast corner of property conveyed by Tennessee Title Company of Chattanooga, Inc., Trustee to James V. Kilgore and George H. Kilgore, Trustees by Deed recorded in Book 1582, Page 183, said Register's Office; thence along the common line of said Tract 4 and the said Kilgore, Trustees property, on a bearing shown on survey by Glenn F. Gatlin, DWG. No. 12-11-72, Revised January 18, 1979,

of South 49 degrees 13 minutes West (according to Deed recorded in Book 2072, Page 299, said Register's Office, to be South 53 degrees 7 minutes West and according to Deed recorded in Book 1587, Page 283, said Register's Office, to be South 52 degrees 30 minutes West) a distance, according to said survey, of 282.36 feet to a point in the Northeast line of Delashmitt Road, this point being the Southeast corner of Kilgore property described in Book 1582, Page 283, said Register's Office; thence Southeastwardly along the Northeast line of said road as follows: South 37 degrees 21 minutes East 96.9 feet to the common corner of Tracts 4 and 3 in Deed recorded in Book 2072, Page 299, said Register's Office; South 49 degrees 13 minutes East 106.8 feet to the common corner of Tracts 3 and 2; South 54 degrees East 107.2 feet to the common corner of Tracts 2 and 1 and South 55 degrees 47 minutes East 199.1 feet (in all a distance of 510 feet along the northeast line of Delashmitt Road) to the point of Beginning.

Being the same property conveyed by deed recorded in Book 3481, Page 186, said Register's Office.

Tract Eleven:
Tax Map No. 099M-B-011

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Nine (9), Revision of Ford Place, as shown by plat recorded in Plat Book 23, Page 47, said Register's Office.

Being part of the property conveyed by deed recorded in Book 3436, Page 992, said Register's Office.

Tract Twelve:
Tax Map No. 157C-A-025

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Fifteen (15), Block Five (5), Forrest Place, as shown by plat recorded in Plat Book 8, Page 14, said Register's Office. According to said plat said lot fronts 50.5 feet on the South line of Midland Pike, and extends back southwardly between parallel lines 135 feet to an alley.

Being the same property conveyed by deed recorded in Book 3481, Page 171, said Register's Office.

Tract Thirteen:
Tax Map No. 157C-A-026

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Sixteen (16), Block Five (5), Forest Place, as shown by plat recorded in Plat Book 8, Page 14, said Register's Office. According to said plat said lot fronts 50.5 feet on the south line of Midland Pike, and extends back southwardly between parallel lines 135 feet to an alley.

Being the same property conveyed by deed recorded in Book 3481, Page 169, said Register's Office.

Tract Fourteen:
Tax Map No. 109E-L-028

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being Lot Four (4), Hixson Heights Revised, as shown by plat recorded in Plat Book 23, Page 107, said Register's Office.

Being part of the property conveyed by deed recorded in Book 3436, Page 992, said Register's Office.

Tract Fifteen:

Tax Map Nos. 126C-E-017 and 126 C-E-016

All those tracts or parcels of land lying and being in the Third Civil District of Hamilton County, Tennessee being Lots "A", "B", "C" and "D", Peterson and Jensen's Subdivision of Lots 95 and 96, Smartt, Edmondson and Coker Tracts, as shown by plat recorded in Plat Book 9, Page 28, said Register's Office.

Being the same property conveyed by deed recorded in Book 3481, Page 162, said Register's Office.

Tract Sixteen:

Tax Map No. 120N-C-002

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee being a part of the Southeast Quarter of Section 20, Township 5, Range 3, West of the Basis Line, Ocoee District, and being more particularly described as follows:

BEGINNING at a point in the southeastern line of Highway No. 58 at an iron pin located 185 feet northeastwardly along said line from the southern line of said Section 20; thence North 56 degrees East along the southeastern line of Highway No. 58, 200 feet to an iron pin; thence South 67 degrees East 225 feet to an iron pin; thence South 56 degrees West 200 feet to an iron pin; thence North 67 degrees West 225 feet to the Point of Beginning.

Being the same property conveyed by deed recorded in Book 5155, Page 134, said Register's Office.

This instrument prepared by:
Engineering Development Office
Newell Towers
Chattanooga, Tennessee 37402

Grantee Address:
Hamilton County Government
Tax Exempt Agency
Map: 059N PARCEL: A-009

RIGHT OF WAY DEED

BOOK 3842 PAGE 744

In consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged:

(I) (We)

Name: Alvin F. Cannon
Name: N/A
Address: 6210 Clark Road Harrison, TN 37341

do hereby sell, transfer, and convey unto Hamilton County, Tennessee, as a right-of-way for a public road, the following described real estate located in the 2nd Civil District of Hamilton County.

25' right-of-way from the center line of Ware Branch Cove Drive and/or any permanent easements set aside for road purposes.
As identified by State Tax Map No.: 059N-A-010.

(I) (We) further acknowledge that the foregoing consideration is in full and final satisfaction of any and all types of incidental damages that are or may be sustained by (me) (us) as the result of Grantee's road construction and/or repairs.

Said right-of-way is a part of a tract of land conveyed to grantors herein by deed of record in the Register's Office in Hamilton County, in Book 3482, Page 388, Book 2706, Page 0058.

It is expressly stipulated that the property is being conveyed unto Hamilton County for the purpose of a road right-of-way and to be so used by Hamilton County; and when the same is abandoned by Hamilton County for such use the same shall automatically revert to grantors or their successors in title.

TO HAVE AND TO HOLD the said described real estate unto the grantee in fee simple SUBJECT TO THE REVERSIONARY PROVISION HEREIN SET FORTH.

(I) (We) covenant that (I) (We) are lawfully seized and possessed of said land, that (I) (We) have the right to sell and convey the same, that (I) (We) will forever warrant and defend the title thereto, and that the same is free, clear and unencumbered except N/A

Alvin F. Cannon
(GRANTOR) Alvin F. Cannon

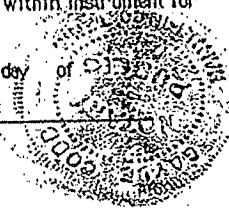
(GRANTOR) N/A

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me GAYLE COBB, a Notary Public in and for said county and state, the within named ALVIN F. CANNON, bargainer(s), with whom I am personally acquainted and who acknowledged that HE executed the within instrument for the purposes therein contained, as HIS free act and deed.

Witness my hand and official seal at Chattanooga, Tennessee, this 13TH day of APRIL, 1989

Gayle Cobb
NOTARY PUBLIC



My Commission Expires: 9-8-92

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, _____ whose title with _____ is that of _____ with whom I am personally acquainted, and who, upon oath, acknowledge himself to be the _____ of said company, the Grantor of the foregoing instrument, a corporation, and that he as such _____ being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____

Witness my hand and official seal at Chattanooga, Tennessee, this the _____ day of _____, 19 _____

NOTARY PUBLIC

My Commission Expires: _____

3842/744

05/06/91 W/DD

8.00 **8.00 B

NO TRANSFER TAX DUE
SARAH P. DeFRIESE
County Register

015520

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'91 MAY 6 PM 2 48

BY: J. Archer
DEPUTY

RECPT. # charges

