

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:

WS

Title Guaranty and Trust Company of
Chattanooga
Company

Chattanooga, Tennessee
City, State



A handwritten signature in black ink, appearing to read "Stewart M. ...".
Senior Chairman of the Board

A handwritten signature in black ink, appearing to read "Malcolm Stinson".
Chairman of the Board

A handwritten signature in black ink, appearing to read "Michael ...".
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.

SCHEDULE A

Order Number: 20152481

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)
Proposed Insured: NONE - 0 -

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:
SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, and SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004

5. The land referred to in this Commitment is described as follows:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Three (3), Woodmore Manor, as shown by plat of record in Plat Book 22, Page 57, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed to SunTrust Bank as Trustee Under Will of Frances C. Cannon Irrevocable Family Trust dated August 4, 2004 from SunTrust Bank, successor trustee of the Tennessee Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004, dated November 26, 2008 and recorded on December 3, 2008 in Book 8809, Page 932, in the Register's Office of Hamilton County, Tennessee. See also, Deed to SunTrust Bank, successor trustee of the Residual Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004 from Anne Cannon Crais, the duly qualified personal representative of the Estate of Frances C. Cannon by appointment in the Chancery Court of Hamilton County, Tennessee, under Docket Number 05-P-426, dated November 24, 2006 and recorded on December 1, 2006 in Book 8168, Page 528, in the Register's Office of Hamilton County, Tennessee. See also, Deeds in Book 3436, Page 988, in Book 1847, Page 169, and in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B

PART I & II

Order Number: 20152481

I. Requirements:

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

1. NO OUTSTANDING DEEDS OF TRUST/SECURITY DEEDS FOUND OF RECORD, PLEASE VERIFY.
2. Proper Deed of Warranty from SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, **and** SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004, 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 release, receipt, waiver or other proof of satisfaction evidencing that the Estate of FRANCES C. CANNON, deceased, is not subject to a claim of lien under TennCare by any agency of the State of Tennessee. (IN FILE)
6. Proper Inheritance Tax Waiver must be provided this office. (IN FILE)

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

SCHEDULE B

PART I & II

Order Number: 20152481

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.

3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$566.17, BILL #61781.
2016 County Taxes are a LIEN, not yet due and payable.
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$472.77.
2016 City Taxes are a LIEN, not yet due and payable.
2015 Water Quality Fee is NOW DUE AND PAYABLE in the amount of \$115.20.
2016 Water Quality Fee is a LIEN, not yet due and payable.
Map and Parcel Number: 147N-F-009, Assessment: \$20,475.00.
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 1495, Page 485, 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. Utility easement as shown, described or noted on recorded plat.
8. Building setback requirements as shown, described or noted on recorded plat.
9. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plat.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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 you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, and Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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.

**The Title Guaranty and Trust Company of Chattanooga
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

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 you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of The Title Guaranty and Trust Company of Chattanooga.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Hamilton County, Tennessee

Unofficial Property Card

Location 1105 ANITA DR Property Type 22	Property Account Number 80585 Land Use 111	Parcel ID 147N F 009 District CITY
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Current Property Mailing Address

Owner SUNTRUST BANK TR C/O SUNTRUST BANK MC6500 Address P O BOX 305110	City NASHVILLE State TN Zip 37230-5110
--	---

Current Property Sales Information

Sale Date 11/26/2008 Sale Price \$0	Legal Reference 8809-0932 Grantor(Seller) SUNTRUST BANK TR
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Current Property Assessment

Building Value \$65,600
Xtra Features Value \$0
Land Value \$16,300
Total Value \$81,900
Assessed Value \$20,475

Narrative Description

This property is classified as RESIDENTIAL with a(n) RANCH style structure on this card, built about 1960 with 1,377 square feet.

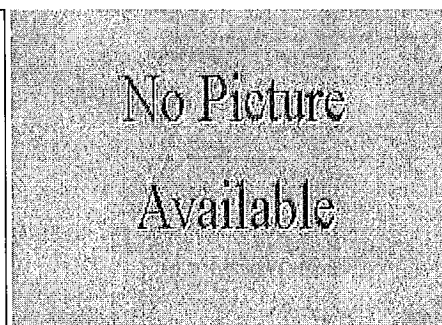
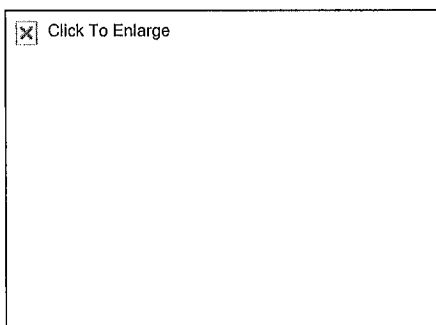
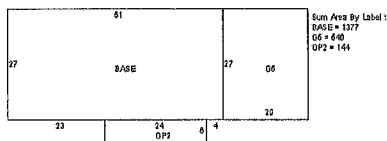
Land Description

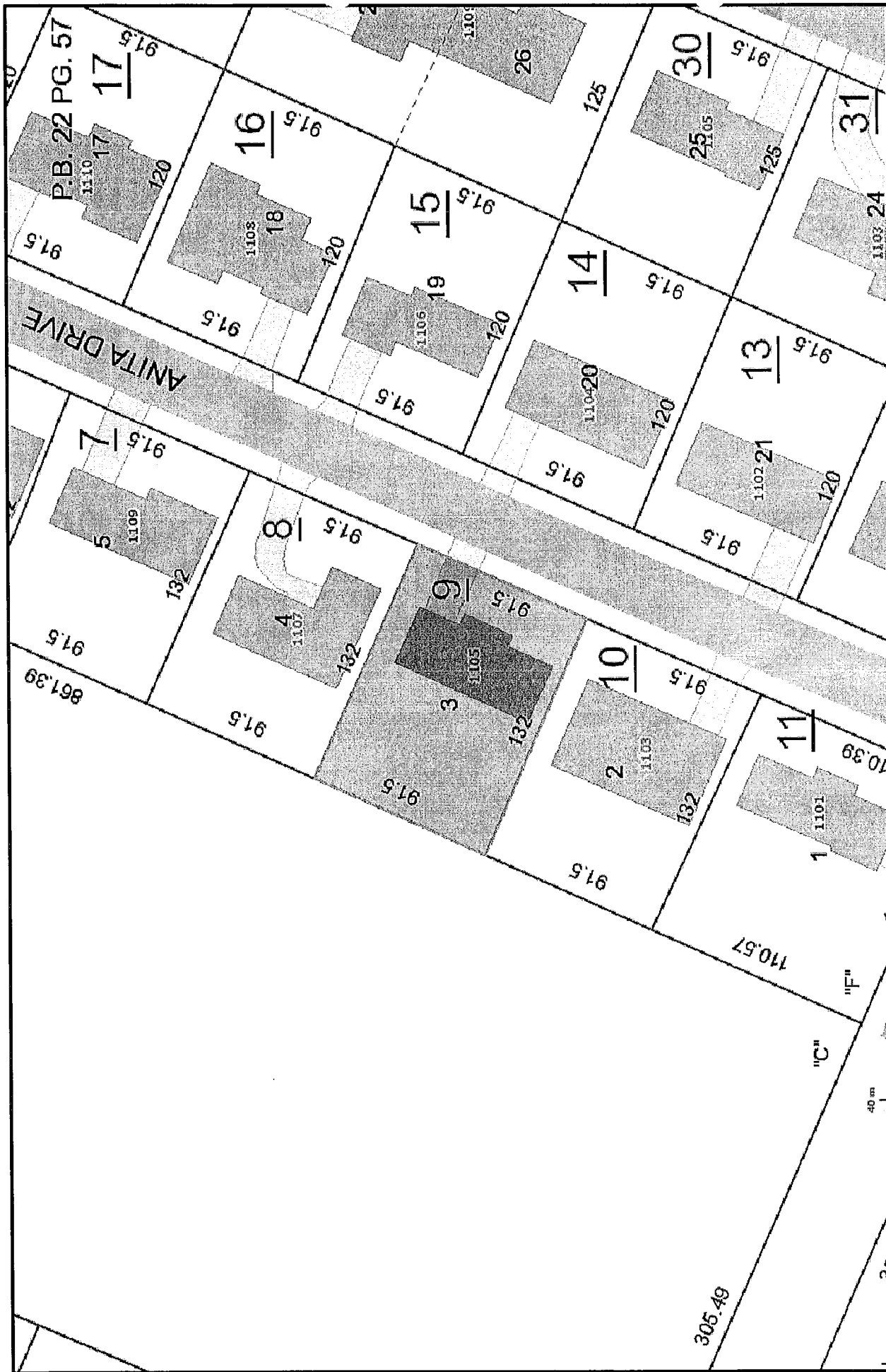
The total land area of this property is (91.5X125).

Legal Description

LOT 3 WOODMORE MANOR PB 22 PG 57

Property Images





Printed: Oct 15, 2015

The Map Title

The Subtitle

HCGIS



Hamilton County, Tennessee, and its cities and towns are not responsible for any errors or omissions in this map. The map is provided as a reference only and is not intended to be used for any legal or financial purposes.



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	147N F 009	Flags	None
District	Chattanooga (1)		
Property Address	1105 ANITA DR		

Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	61781
Mailing Address	SUNTRUST BANK TR C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	Assessment	\$20,475.00
Legal Desc	1. LOT 3 WOODMORE MANOR PB 22 PG 57 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	\$566.17

Total Due \$566.17

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

Chattanooga Tax Bill

State Grid	147N F 009	Flags	
Property Address	1105 ANITA DR		
Bill #	0063469		
Bill Type	Real Property	Bill Year	2015
Status	Active		
Owner Name	SUNTRUST BANK TR		
Mailing Address	P O BOX 305110 NASHVILLE TN 37230	Assessment	\$20,475.00

Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$472.77
2015	Tax Billing	City Water Quality Fee	\$115.20

Total Due \$587.97

Amount due changes monthly; must be paid by 2/28/2016 US Postmark accepted; Or Pay Online.

Name of New Owner:
Frances C. Cannon
6210 Clark Road
Harrison, Tennessee 37341

Send Tax Bills to:

Same

Map Parcel
Number
147N-F-009

RETURN TO:
NORMAN L. THOMPSON
4th Floor, First Tennessee Bldg.
Chattanooga, Tenn. 37402

WARRANTY DEED

I, ALVIN F. CANNON, SR. ("Grantor"), holding title to the hereinafter described property with my wife, FRANCES C. CANNON, as tenants by the entirety, in consideration of love and affection for my wife, do hereby grant, sell, transfer and convey unto my wife, FRANCES C. CANNON, all of my right, title and interest in and to the following described property:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: Lot Three (3), Woodmore Manor, as shown by plat recorded in Plat Book 22, page 57, of the Register's Office of Hamilton County, Tennessee. According to said plat, said lot fronts 91.5 feet on the West line of Anita Drive, and extends back Westwardly, between parallel lines 125 feet to the West line of said lot.

REFERENCE is made for prior title to Book 1847, Page 169, in said Register's Office.

SUBJECT TO Utility line easement over the rear of said lot as shown by dotted lines on said plat.

SUBJECT TO Governmental zoning and subdivision ordinances or regulations in effect thereon.

SUBJECT TO Restrictions recorded in Book 1495, page 485, of the Register's Office of Hamilton County, Tennessee. Building set-back line shown on said plat.

SUBJECT TO that Deed of Trust dated June 18, 1981, in favor of Rossville Federal Savings and Loan Association found in Book 1969, page 819 in said Register's Office. *Rel*

SUBJECT TO taxes for the year 1987.

TO HAVE AND TO HOLD said property unto FRANCES C. CANNON, her heirs and assigns, forever in fee simple.

Grantor covenants that he has not made, done, executed or suffered any act or thing whereby the property herein conveyed

THIS INSTRUMENT PREPARED BY:
Sgt Shumacker & Thompson
5th Fl., First Tenn. Bldg.
Chattanooga, Tennessee 37402

3436/988
~~3436~~

or any part thereof now are or at any time hereafter shall or may be imperiled, charged or encumbered in any manner whatsoever, except as herein set forth; and Grantor will forever warrant and defend the title to the property herein conveyed against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has executed this deed on the 20th day of December, 1987.

Alvin F. Cannon, Sr.
Alvin F. Cannon, Sr.

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 20th day of December, 1987, before me personally appeared ALVIN F. CANNON, SR., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Ronald C. Feldman
Notary Public

My commission expires:

3-11-90

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is NONE (abolishing an estate by the entirety), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Alvin F. Cannon
Affiant

Subscribed and sworn to
before me this 20th day
of December, 1987.

Ronald C. Feldman
Notary Public

My commission expires:

3-11-90

NO TRANSFER TAX DUE
SARAH P. DOFRITSE
County Register

A 7:9 2 0

IDENTIFICATION
REFERENCE

Jec 23 3 35 PM '87

SARAH P. DOFRITSE
COUNTY CLERK
COUNTY OF HAMILTON

TRANSMITTED AUG 25 1969
A. E. Tomblin, Assessor of Property

BOOK 1847 PAGE 169

By X Morgan

Deputy

IN CONSIDERATION of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, including the assumption by the Grantees and their agreement to pay the principal balance, with interest accruing thereon, owing on a certain promissory note executed by us, under date of February 3, 1964, payable to the order of First Federal Savings and Loan Association of Chattanooga, payment of which is secured by Deed of Trust to H. R. White, Trustee, appearing of record in Book 1565, page 491, in the Register's Office of Hamilton County, Tennessee;

We, J. EBEN McBRIEN, JR. and Wife, WILMA M. McBRIEN, do hereby sell, transfer and convey unto ALVIN F. CANNON, SR. and Wife, FRANCES C. CANNON, the following described Real Estate:-

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:
Lot Three (3), Woodmore Manor, as shown by plat recorded in Plat Book 22, page 57, of the Register's Office of Hamilton County, Tennessee. According to said plat, said lot fronts 91.5 feet on the West line of Anita Drive, and extends back Westwardly, between parallel lines 125 feet to the West line of said lot.
SUBJECT TO Utility line easement over the rear of said lot as shown by dotted lines on said plat.
REFERENCE is made for prior title to Book 1502, page 164, in the Register's Office of Hamilton County, Tennessee.
SUBJECT TO Governmental zoning and subdivision ordinances or regulations in effect thereon.
SUBJECT TO Restrictions recorded in Book 1495, page 485, of the Register's Office of Hamilton County, Tennessee.
Building set-back line shown on said plat

Taxes for the Year 1969 are assumed by the Grantees herein, and there is assigned unto them, all funds held in Escrow under the terms of said Deed of Trust for payment of taxes and insurance premiums.

TO HAVE AND TO HOLD the said described Real Estate unto Alvin F. Cannon, Sr. and Wife, Frances C. Cannon, their heirs and assigns, forever in fee simple.

We covenant that we are lawfully seized and possessed of said described Real Estate; have good right and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove set out; and we will forever warrant and defend the same against all other lawful claims.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 22nd day of August, 1969.

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 25th day of August, 1969, before me personally appeared J. Eben McBrien, Jr. and Wife, Wilma M. McBrien, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

My Commission Expires:

April 24, 1973

James E. Morgan
Notary Public

(1)

Witnessed by
JAMES E. MORGAN, Attorneys
722 CHERRY STREET
CHATTANOOGA, TENN. 37402

1847/169

170
BOOK 1847 PAGE 170

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 28,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Alvin F. Cause, Jr.
Affiant--Grantor

Subscribed and sworn to before me, on this
25th day of August, 1969.

James E. Morgan
Notary Public

My Commission Expires:
April 1971

173
HAMILTON CO. TENN.

A 33115.

IDENTIFICATION
REFERENCE

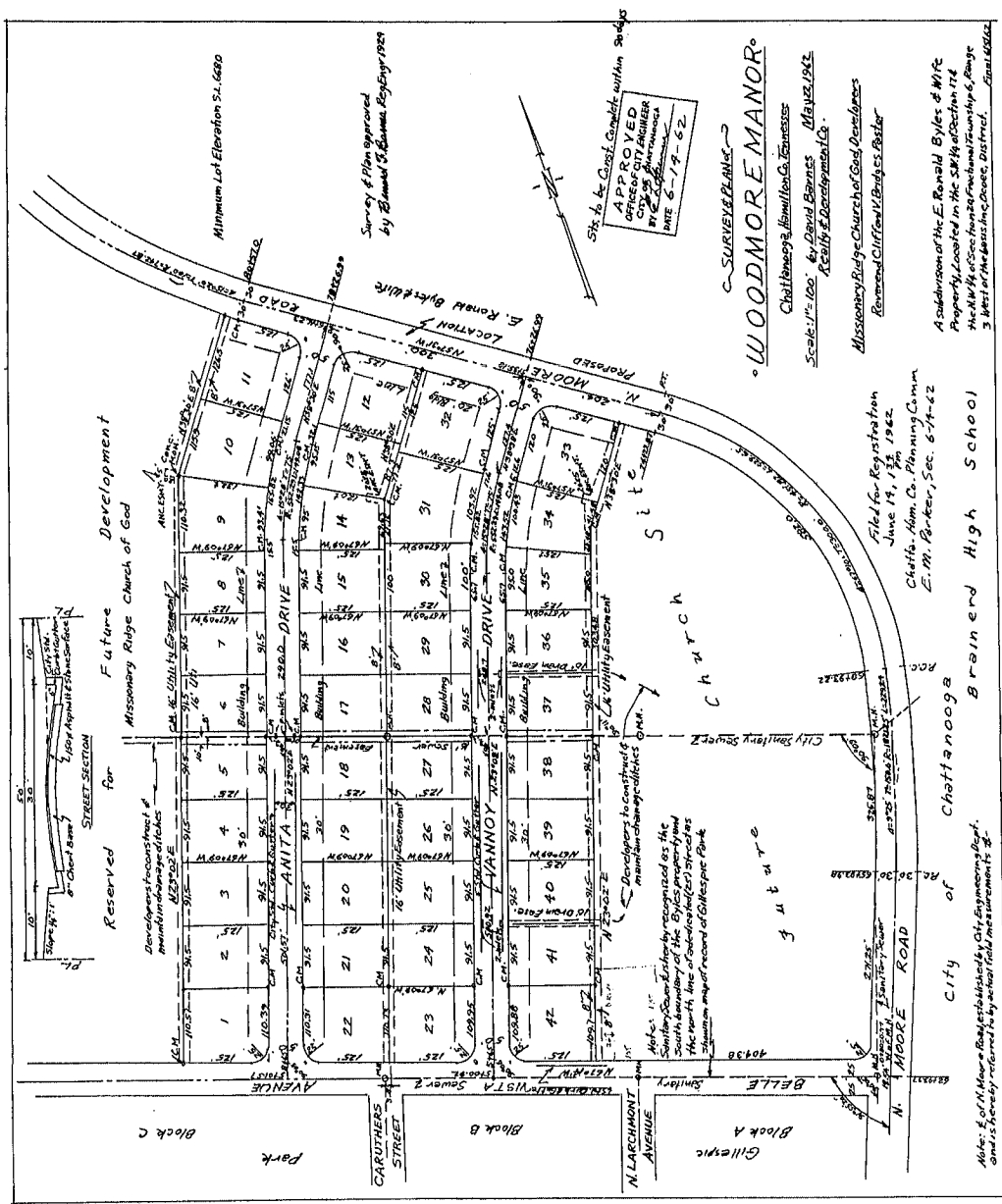
AUG 25 2 25 PM '69

DOROTHY P. HAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

AUG 25 3 CONV
AUG 25 3 WDEED
AUG 25 33 TAX
AUG 25 3 PR FEE

22,000.00

A* 3.00
A* 57.20
A* .50 * 60.70

[illegible]

22/57

RESTRICTIVE COVENANTS FOR WOODMORE MANOR SUBDIVISION

485

We, J. C. Akers, W. C. Bowman, Donald D. Balmer, W. R. Finnell, Jr., and B. H. Delay, duly authorized Development Committee for the Missionary Ridge Church of God, being the official representatives to hold in trust in fee simple of Lots 1-42 of Woodmore Manor Subdivision, as shown by Plat thereof recorded in Plat Book 32, page 57, in the Register's Office of Hamilton County, Tennessee, to protect the value of properties in the Subdivision, and to promote and develop an attractive residential subdivision, do hereby impose upon the above mentioned lots, for a period of twenty-five (25) years from this date, the following Restrictive Conditions:

- (1) The lots shall be used for residential purposes only, and no structures shall be erected in the Subdivision other than detached single-family dwellings, not to exceed two stories in height, with one or two garages, which must be attached to the dwelling.
- (2) In the erection and construction of the improvements on lots in the Subdivision, there shall be no exposed concrete blocks, nor shall any asbestos siding be used.
- (3) The minimum square foot areas of the dwellings, exclusive of porches, breezeways, garages, etc., shall be as follows:
 - (a) On lots 1, 2, 3, 22, 21, 20, 23, 24, 25, 42, 41, 40, a minimum of 1,150 square feet;
 - (b) On lots 4, 5, 6, 7, 19, 18, 17, 16, 26, 27, 28, 29, 39, 38, 37, 36, a minimum of 1,200 square feet;
 - (c) On lots 8, 9, 10, 11, 15, 14, 13, 12, 30, 31, 32, 35, 34, 33, a minimum of 1,250 square feet.
- (4) All dwellings shall be constructed of seventy-five (75) per cent masonry.
- (5) It shall be permissible to use one or more lots as a single building unit, provided the width and square foot area thereof shall exceed the restrictions herein in effect, and that such division or re-subdivision shall be acceptable to the zoning authorities; and, provided, further, that in no event shall the lot so formed be less than the lot size originally platted.
- (6) The dwellings erected in the Subdivision shall face the street on which the lots are platted to front. Being Vannoy Drive and Anita Drive.
- (7) No dwelling, or other structure shall be located nearer than thirty (30) feet to the street on which it faces, nor nearer than ten (10) feet to any side lot or property line, nor nearer than twenty-five (25) feet to any side street line.
- (8) No temporary structures of any kind shall be erected or maintained on the premises, nor used for residential purposes.
- (9) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or objectionable by reason of smoke, dust, odor, or noise.
- (10) No fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises.

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(11) Easements are reserved, of the type and character, and at the locations shown by dotted lines on the Subdivision Plats; providing that the easements shown may be used for electrical power lines, telephone lines and drainage lines.

(12) No fence shall be permitted upon said premises at a height of six (6) feet or more, and shall not be permitted beyond the front line of the dwelling structure.

(13) It is understood that said owner, their successors or assigns, reserves the right to make waiver of any minor violation of the restrictions and conditions herein set forth, provided said waiver is to enhance the development.

(14) It is understood that these Restrictive Covenants are applicable only to the lots herein above mentioned, and are in no way to be construed as effective upon any other real estate we may own in the area.

In the event any one or more of the Restrictive Covenants above set forth shall be violated by any party, either owner or tenant, then the party or parties guilty of such violations shall be subject and liable, at the suit of ourselves, our heirs, or assigns, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney's fees incident to litigation, which are agreed upon as liquidated damages, and shall also be liable for such other and additional damages as may accrue.

WITNESS our hands, on this the 18 day of June, 1962.

J. C. Akers
William C. Bowman
Donald D. Balmer
W. R. Finnell, Jr.
B. H. Daley

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 18th day of June, 1962, before me personally appeared J. C. Akers, W. C. Bowman, W. R. Finnell, Jr., Donald D. Balmer, B. H. Daley, to me known the persons described in and who executed the foregoing instruments and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal



James M. Huber

My Commission Expires

Jan. 19, 1963

STATE OF TENNESSEE, HAMILTON COUNTY

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