

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:

LJS

Title Guaranty and Trust Company of
Chattanooga
Company

Chattanooga, Tennessee
City, State



Senior Chairman of the Board

Chairman of the Board



President

SCHEDULE A

Order Number: 20152490

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:

Proper Deed of Warranty from to 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 SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Lot One (1), Fletcher Bacon Subdivision, as shown by plat of record in Plat Book 18, Page 47, 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 2807, Page 89, in Book 3436, Page 994, and in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B

PART I & II

Order Number: 20152490

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 to 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: 20152490

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 \$743.16, BILL #123264.
2016 County Taxes are a LIEN, not yet due and payable.
Map and Parcel Number: 121B-A-010, Assessment: \$26,550.00.
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 1214, Page 67, 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. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plat.

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.

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.

**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.

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.

Hamilton County, Tennessee

Unofficial Property Card

Location 5614 CLARK RD Property Type 22	Property Account Number 47852 Land Use 111	Parcel ID 121B A 010 District COUNTY
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Current Property Mailing Address

Owner SUNTRUST BANK TR Address P O BOX 1638 M0325	City CHATTANOOGA State TN Zip 37401
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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 \$71,700
Xtra Features Value \$0
Land Value \$34,500
Total Value \$106,200
Assessed Value \$26,550

Narrative Description

This property is classified as RESIDENTIAL with a(n) RANCH style structure on this card, built about 1960 with 1,714 square feet.

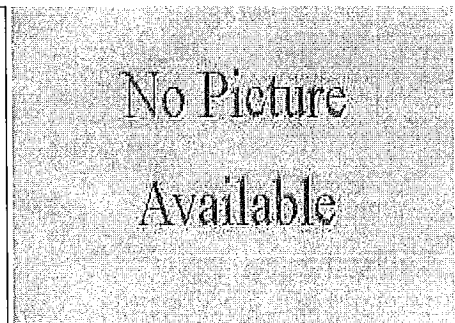
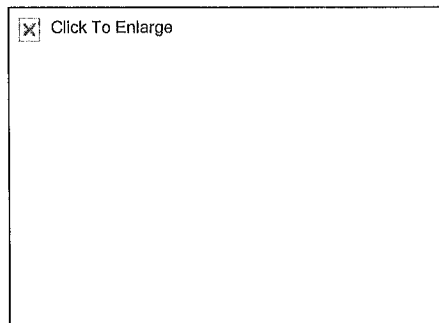
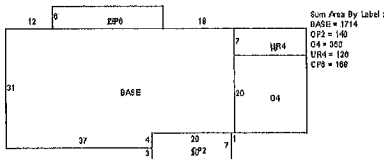
Land Description

The total land area of this property is (185X645IRR).

Legal Description

LOT PT I FLETCHER BACON PB 18 PG 47

Property Images



Property

Location 5614 CLARK RD	Account Number 47852	Parcel ID 121B A 010
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
11/26/2008	\$0	8809-0932	SUNTRUST BANK TR	
11/29/2006	\$0	8168-0515	CANNON FRANCES C	
11/24/2006	\$0	8168-0528	CANNON FRANCES C	
12/29/1987	\$0	3436-0994	CANNON ALVIN F &	
2/12/1982	\$45,565	2807-0089		
4/27/1981	\$47,000	2754-0091		
1/1/1955	\$0	1214-0067		



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	121B A 010	Flags	None
District	County South (2)		
Property Address	5614 CLARK RD		

Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	123264
Mailing Address	SUNTRUST BANK TR P O BOX 1638 M0325 CHATTANOOGA TN, 37401	Assessment	\$26,550.00
Legal Desc	1. LOT PT I FLETCHER BACON PB 18 PG 47 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	\$734.16
9/23/2015	Tax Billing	County Stw Amt	\$9.00

Total Due \$743.16

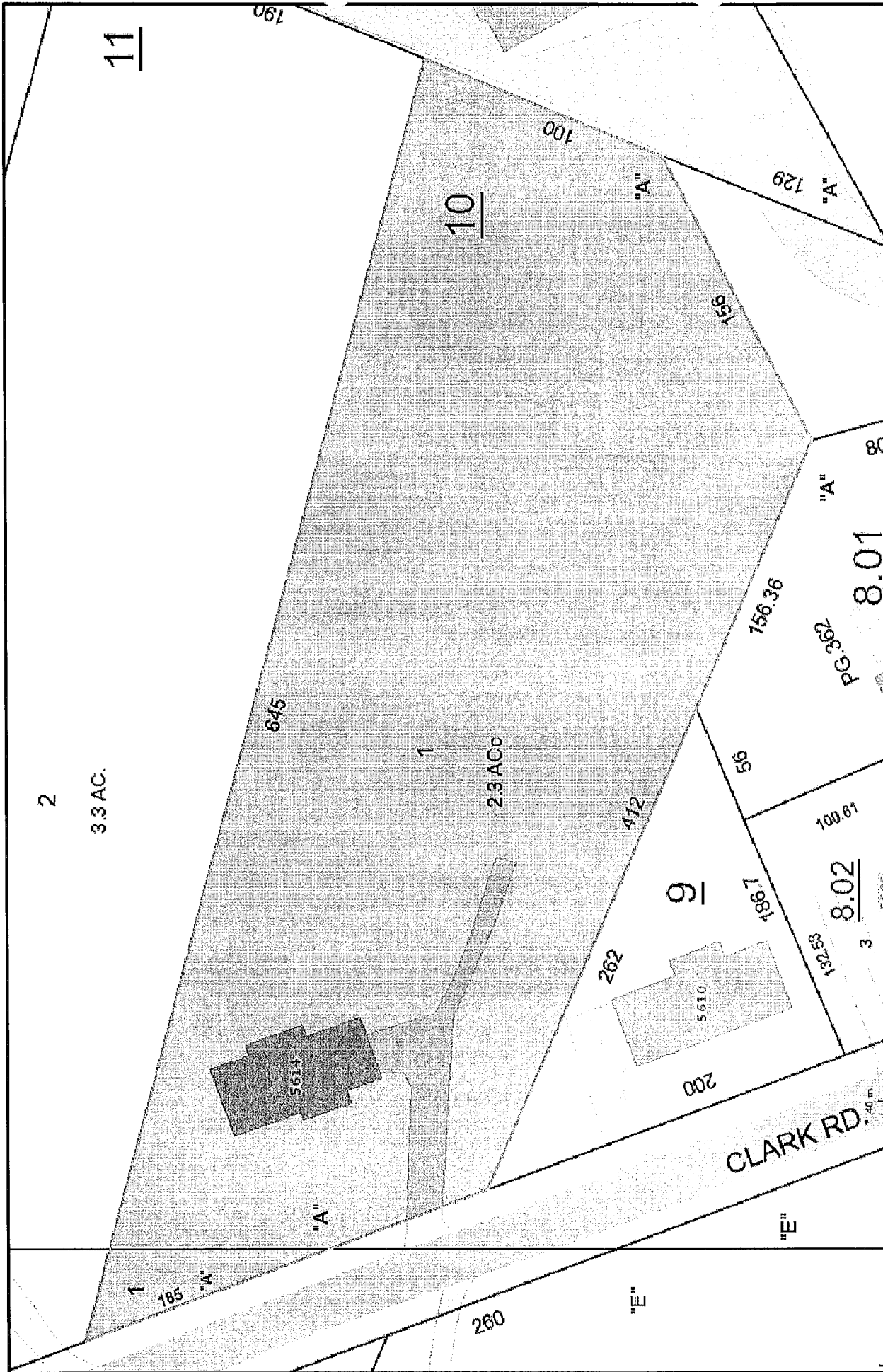
IF PAID BY 2/29/2016 U S POSTMARK ACCEPTED

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



Printed: Oct 15, 2015

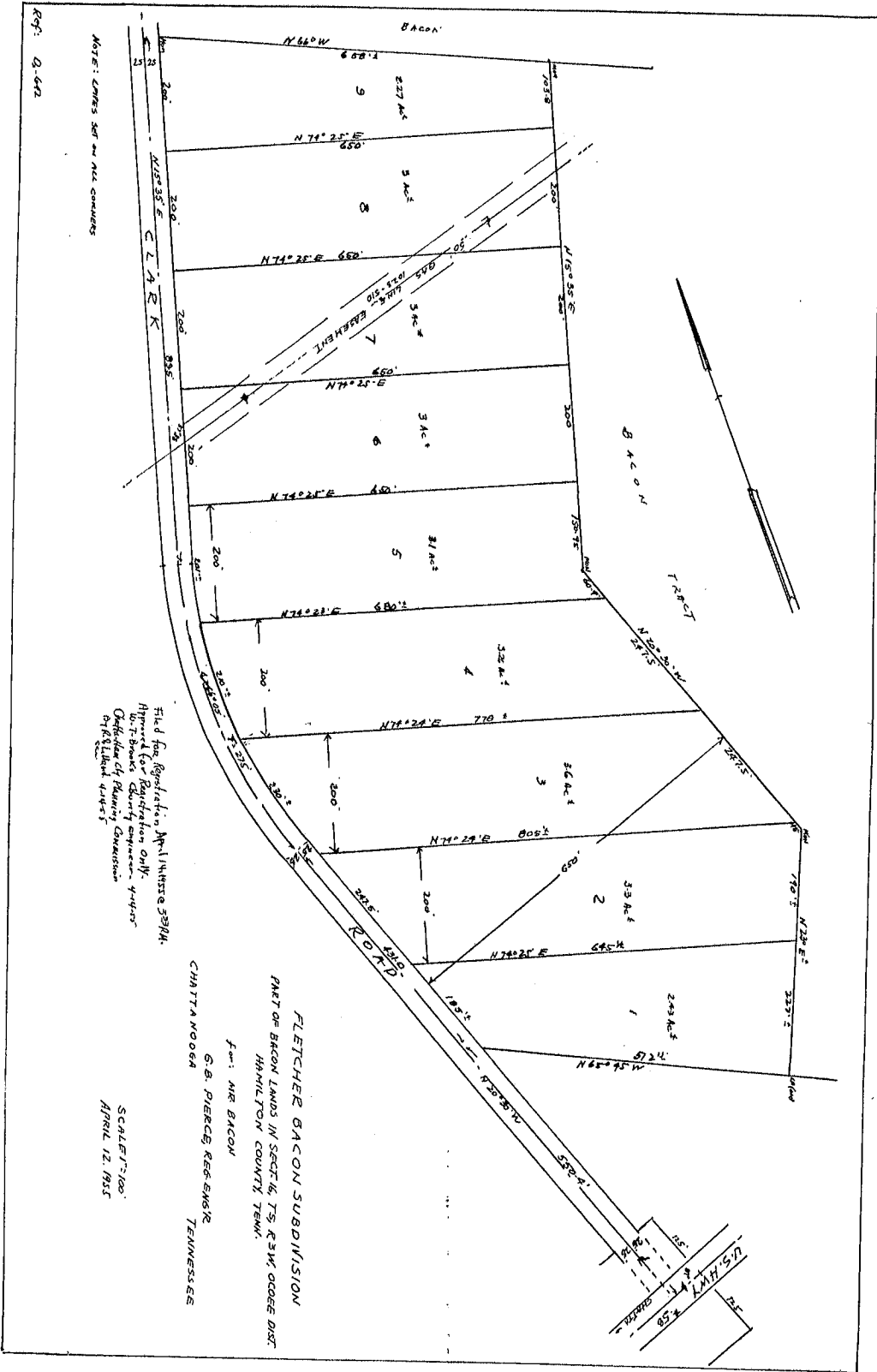
HCGGIS

The Map Title

The Subtitle



Information shown on this map is for general information only and does not constitute a warranty. It is not intended to be used for any purpose other than that for which it was prepared. The user assumes all responsibility for any use of the information shown on this map.



REF: Q-672

NOTE: LINES SET ON ALL CORNERS

Filed for Registration April 11, 1935 @ 3:04 PM.
 Approved for Registration ONLY.
 by T. B. Jones, County Engineer - 4-11-35
 Office of Planning Commission
 of Hamilton County

FLETCHER BACON SUBDIVISION
 PART OF BACON LANDS IN SECT. 36, T. 33N, R. 33W, COOKE DIST.
 HAMILTON COUNTY, TENN.
 FOR: MR. BACON
 G. B. PIERCE, REG. ENG'R.
 CHATTANOOGA
 TENNESSEE

SCALE 1" = 100'
 APRIL 12, 1935

18-47

18/47

18-47

Name of New Owner:	Send Tax Bills To:	Map Parcel Number:
Frances C. Cannon 6210 Clark Road Harrison, Tennessee 37341	Same	121B-A-010

RETURN TO:
Ronald I. Feldman
4th Floor, First Tennessee Bldg.
Chattanooga, Tenn. 37402

WARRANTY DEED

I, ALVIN F. CANNON ("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:

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee, being Lot 1, Fletcher Bacon Subdivision, as shown by plat of record in Plat Book 18, Page 47, in the Register's Office of Hamilton County, Tennessee.

EXCEPTING THEREFROM that part of said lot conveyed to the State of Tennessee by Deed recorded in Book 2008, Page 925, said Register's Office.

REFERENCE is made for prior title to in Book 2807, Page 89, said Register's Office.

SUBJECT TO Restrictions as set out in Book 1214, Page 67, said Register's Office.

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 or any

see deeds into trust

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

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 24th day of December, 1987.

Alvin F. Cannon
Alvin F. Cannon

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 24th day of December, 1987, before me personally appeared ALVIN F. CANNON, 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 S. Fullmer
Notary Public

My commission expires:

3-11-88

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.

Jessie C. Cannon
Affiant

Subscribed and sworn to before me this 24th day of December, 1987.

Ronald S. Fullmer
Notary Public

My commission expires:

3-11-88

A 7.9 2 3

IDENTIFICATION
REFERENCE

DEC 29 3 32 PM '87

SARAH P. DeFRIESE
COUNTY CLERK
COUNTY OF HAMILTON

NO TRANSFER TAX DUE

SARAH P. DeFRIESE

County Register

12/29/87

8.00

115.00

RECORDERS MEMO
Legibility of writing, typing or printing in this document unsatisfactory when received

File

QUITCLAIM DEED

LAWYERS TITLE INSURANCE CORPORATION
DOME BUILDING
736 Georgia Avenue
Chattanooga, Tn. 37402
(615) 758-4154

Prepared by:
ROBERT L. BROWN, Attorney
100 Dome Building
736 Georgia Avenue
Chattanooga, Tn. 37402

FILE NO. 820109 (cp)

THIS INDENTURE, Made the 12th day of February, 1982, between DORIS T. ORR, as Executrix under the Will of Jimmie D. Teasley, Sr., as set out in Docket No. P-2538, in the Probate Division, Part II, Chancery Court, Hamilton County, Tennessee, as party or parties of the first part, hereinafter called Grantor, and ALVIN F. CANNON AND WIFE, FRANCES C. CANNON,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include the parties named herein and their respective heirs, successors and assigns);

WITNESSETH that:

Grantor, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the following described property: All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee, being Lot 1, Fletcher Bacon Subdivision, as shown by plat of record in Plat Book 18, Page 47, in the Register's Office of Hamilton County, Tennessee. EXCEPTING THEREFROM that part of said lot conveyed to the State of Tennessee by Deed recorded in Book 2008, Page 925, said Register's Office.

Being the same property conveyed by Deed recorded in Book 2754, Page 91, said Register's Office.

This conveyance is subject only to the following:

1. Taxes for 1982 which Grantee assumes and agrees to pay when due.
2. Restrictions as set out in Book 1214, Page 67, said Register's Office.
3. Deed of Trust from Jimmie D. Teasley, Sr., unmarried, to First Federal Savings and Loan Association of Chattanooga, dated April 27, 1981, recorded in Book 2754, Page 93, said Register's Office. Grantee hereby assumes and agrees to pay the existing indebtedness of \$45,565.81, inclusive of the unpaid principal balance, and accrued interest, and pay all future interest owed thereon as the same shall become due and payable. Grantor hereby assigns to Grantee any escrow funds now held by the holder of said Deed.

*Red
2807/925*

This Deed is executed and delivered pursuant to Order in Docket No. P-2538, in the Probate Division, Part II, Chancery Court, Hamilton County, Tennessee, said Order entered of record February 10, 1982.

This Deed, pursuant to the aforesaid authority, is executed by Doris T. Orr as Executrix only and not individually.



Address of Grantee
Alvin F. Cannon
5614 Clark Road
Harrison, Tennessee 37341

Mail Tax Notice to
First Federal Savings and
Loan Association of Chattanooga
601 Market Street
Chattanooga, Tennessee 37402

Map Parcel No.
121B-A-10

2807/89

TO HAVE AND TO HOLD said property and all rights appurtenant thereto, to Grantee forever in FEE SIMPLE.

~~Grantor warrants that Grantor is lawfully seized and possessed of said property, has full power and lawful authority to convey same, that Grantor's title is marketable, clear, free and unincumbered except as set forth herein, and that Grantor will forever defend the right and title to said property unto Grantee against the claims of all persons whomsoever.~~

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year above written.

F 6 6 8 6

Doris T. Orr
Doris T. Orr, as Executrix under the Will of Jimmie D. Teasley, Sr., as set out in Docket No. P-2538, Probate Division, Part II, Chancery Court, Hamilton County, Tennessee.

IDENTIFICATION REFERENCE

FEB 12 2 31 PM '82

DOROTHY P. BRAMNER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

FEB12	CONV	45,565.81		
FEB12	WDEEN		C*	6.00
FEB12	TAX		C*	118.56
FEB12	PHYFEE		C*	.50 * 125.06

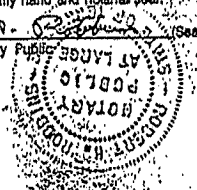
STATE OF TENNESSEE

COUNTY OF HAMILTON

On this the 12th day of February 1982 before me personally appeared _____

Doris T. Orr, as Executrix, as aforesaid,
to me known to be the person or persons described in and who executed the foregoing Deed and acknowledged that she executed the same as her free act and deed. WITNESS my hand and notarial seal:

Date of Expiration of Commission: December 4, 1984 *Robert N. Cannon* (Seal)
Notary Public



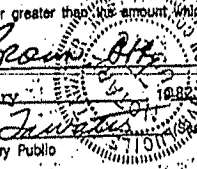
STATE OF TENNESSEE

COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ 45,565.81 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Robert F. Cannon
Signed and sworn to or affirmed before me on this the 12th day of February 1982
for Alvin F. Cannon

Date of Expiration of Commission: 12/7/82 *Quella H. J. ...* (Seal)
Notary Public



IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt of which is acknowledged;

We, F. H. BACON and Wife, HELEN IRENE BACON, do hereby sell, transfer and convey unto RALPH W. MOSER and Wife, MARY HELEN MOSER, the following described Real Estate:-

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:
Lot One (1); Fletcher Bacon Subdivision, as shown by plat recorded in Plat Book 18, page 47, of the Register's Office of Hamilton County, Tennessee. According to said plat said lot fronts 185 feet, more or less, on the east line of Clark Road, and extends back eastwardly to the east line of said lot on which it has a footage of 227 feet, more or less; its north line being 645 feet, more or less, in length; its south line being 512 feet, more or less, in length,
SUBJECT TO Zoning Regulations of Hamilton County, Tennessee.

As a part of the consideration for this conveyance, the above described real estate is conveyed subject to the following Restrictive Conditions, which shall constitute covenants running with the land, to be in force and effect thereon for a period of fifty (50) years from the date hereof, to-wit:-

- (1) The said property shall be used for residential purposes only, and no buildings shall be erected thereon other than single-family dwellings, and such outbuildings as ordinarily appertain thereto, including garages or car-ports, which may be attached or detached.
- (2) The dwelling house shall not be located nearer than 75 feet to the front lot line; and no out-buildings (excepting garages or car-ports) shall be located nearer than 200 feet to the front lot line.
- (3) Any dwelling house erected thereon shall have a minimum ground floor area of 1,100 square feet, exclusive of garages, car-ports, utility rooms, porches, terraces, etc.
- (4) No temporary structures of any kind shall be erected or maintained on the premises, nor used for residential purposes; nor shall any garage, basement, or incomplete structure be used for residential purposes; and the garage shall be constructed simultaneously with or subsequent to the erection of the main dwelling.
- (5) 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.
- (6) Until such time as a general sewage disposal system may serve the area, a sewage disposal system shall be constructed and provided for such dwelling house erected, conforming to the requirements of the Hamilton County Board of Health.

In the event any one or more of the Restrictive Covenants above set forth shall be violated by any part, either owner or tenant, then the party or parties guilty of such violation 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.

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Taxes for the Year 1955 are assumed by the Grantees herein.

TO HAVE AND TO HOLD the said described real estate unto Ralph W. Moser and Wife, Mary Helen Moser, 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 17th day of June, 1955.



F. H. Bacon
Helen Irene Bacon

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 27 day of June, 1955, before me personally appeared F. H. Bacon and Wife, Helen Irene Bacon, 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.



TAX 00 FEE 00 TOTAL 00
FEB 4 1956
My commission expires:
JACK HIXSON
COUNTY CLERK

Arthur Miller
Notary Public.

STATE OF TENNESSEE, HAMILTON COUNTY
The above instrument and certificate were filed at _____
entered in Note Book No. _____ Page _____ and recorded in Book _____ Page _____
Witness my hand at office in Chattanooga, Tenn. _____
Register
Dep. Register

FEB 4 1956