

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

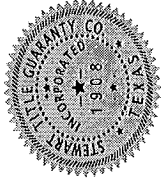
Chattanooga, Tennessee
City, State



[Signature]
Senior Chairman of the Board

[Signature]
Chairman of the Board

[Signature]
President



SCHEDULE A

Order Number: 20152492

1. Effective Date: October 27, 2015 at 8:00 am
2. Policy or Policies to be issued:
(a) ALTA Owner's Policy - (6/17/06)
Proposed Insured: TBD
- (b) ALTA Loan Policy - (6/17/06)
Proposed Insured: NONE
- Amount of Insurance
- 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 IRREVOCAABLE 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 One (1), Cannon's Addition to Harbor Place Subdivision, as shown by plat of record in Plat Book 36, Page 176, 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 2885, Page 562, in Book 3437, Page 1, and in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B
PART I & II

Order Number: 20152492

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 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: 20152492

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 \$952.33, BILL #61779.
2016 County Taxes are a LIEN, not yet due and payable.
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$795.22.
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: 120'O'-H-029, Assessment: \$34,440.00.
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. East Tennessee Natural Gas Company Easement as set out in instrument recorded in Book 1037, Page 18, in the Register's Office of Hamilton County, Tennessee, and as shown on recorded plat.
7. Drainage easement as shown, described or noted on recorded plat.
8. Utility easement as shown, described or noted on recorded plat.
9. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plats, in Plat Book 25, Page 99, and in Plat Book 36, Page 176, in the Register's Office of Hamilton County, Tennessee.

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

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.



Hamilton County Trustee Property Tax Inquiry

Bill Huilander - 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	1200 H 029	Flags	None
District	Chattanooga (1)		
Property Address	4104 WEBB RD		
Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	61779
Mailing Address	SUNTRUST BANK TR C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	Assessment	\$34,440.00
Legal Desc	1. LOT 1 CANNONS ADDN TO HARBOR PLACE #2 PB25 PG99, REV 36-176 2. 3. 4.		

Billing Information

Date	9/23/2015	Transaction Type	County Tax	Fee Type	County Tax	Amount	\$952.33
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Total Due \$952.33

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	1200 H 029	Flags
Property Address	4104 WEBB RD	

Bill #	0063467	Bill Year	2015
Bill Type	Real Property	Assessment	\$34,440.00
Status	Active		
Owner Name	SUNTRUST BANK TR		
Mailing Address	P O BOX 305110 NASHVILLE TN 37230		

Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$795.22
2015	Tax Billing	City Water Quality Fee	\$115.20
Total Due			\$910.42

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

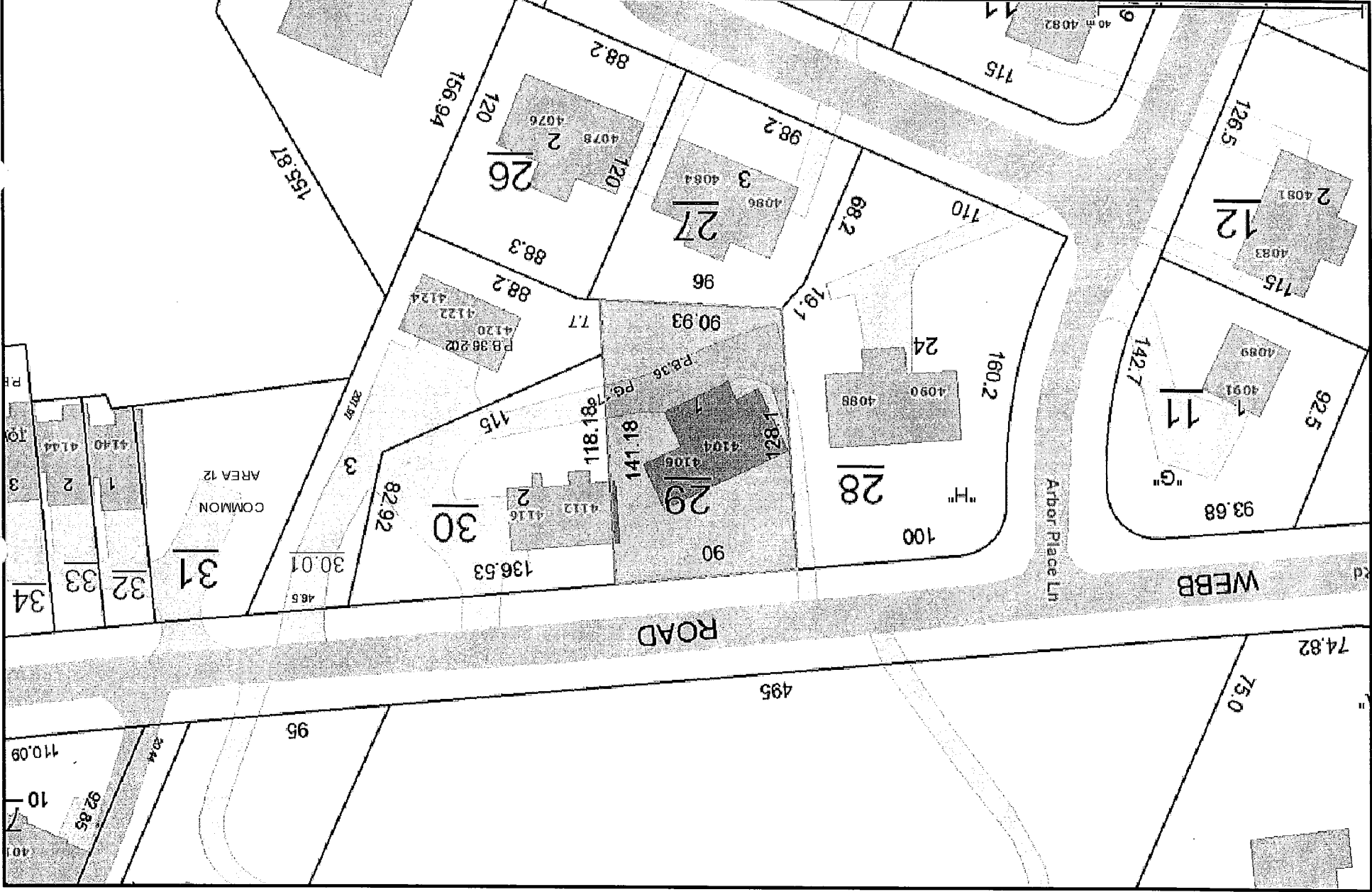


The Map Title

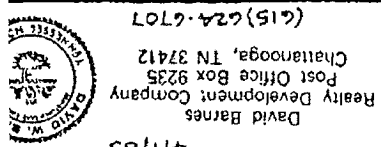
The Subtitle

HCGIS

Printed: Oct 15, 2015

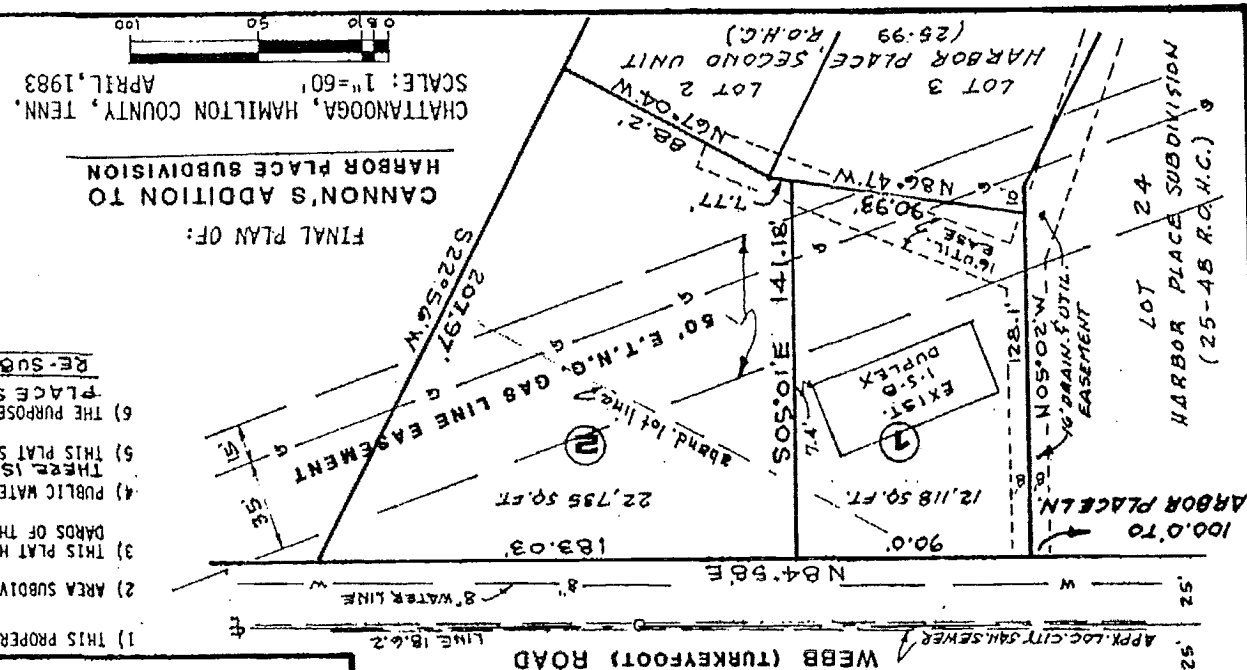


36-176



David Barnes
 Realty Development Company
 Post Office Box 9235
 Chattanooga, TN 37412
 (615) 224-6707

- FINAL PLAN OF:
**CANNON'S ADDITION TO
 HARBOR PLACE SUBDIVISION**
- 1) THIS PROPERTY IS PRESENTLY ZONED R-2.
 - 2) AREA SUBDIVIDED BY THIS PLAT IS 0.80 ACRES.
 - 3) THIS PLAT HAS BEEN DEVELOPED ACCORDING TO DESIGN STANDARDS OF THE CITY OF CHATTANOOGA SUBDIVISION REGULATIONS.
 - 4) PUBLIC WATER SOURCE IS TENN. AMERICAN WATER CO. THERE IS AN 8" WATER LINE IN WEBB RD.
 - 5) THIS PLAT SUBDIVIDES PROPERTY DESCRIBED IN D.B. 2885 PG. 5 PLACE S/D UNIT 2, WITH ADJ. PROPERTY AND RE-SUBDIVIDE SAME INTO TWO LOTS.
 - 6) THE PURPOSE OF THIS PLAT IS COMBINE LOT 1, HARBOR PLACE S/D UNIT 2, WITH ADJ. PROPERTY AND RE-SUBDIVIDE SAME INTO TWO LOTS.
- I hereby certify that I have surveyed property shown hereon, that the survey is correct to the best of my knowledge and belief and that the ratio of precision the unadjusted survey exceeds 1:10,000 (Class A survey)
- David W. Barnes*
 4/1/83



WR158 D * 5.00 + 5.00

APR 15 3 44 PM '83
 DOROTHY W. HAMMER
 CLERK
 HAMILTON COUNTY
 STATE TREASURER

APPROVED FOR RECORDING CHATTA/HAMILTON CO. HEALTH DEPT. DATE 4/14/83 BY <i>[Signature]</i>	JURISDICTIONAL ENGINEER DATE 4/15/83 BY <i>[Signature]</i>	CHATTANOOGA/HAMILTON CO. REGIONAL PLANNING COMM. DATE 4/15/83 BY <i>[Signature]</i>
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I (we), the undersigned, hereby adopt this plat as our plan of subdivision and certify that I am (we are) the owners of the property in fee simple. There are no public rights of way to be dedicated.

Alvin F. Cannon
 ALVIN F. CANNON

Frances C. Cannon
 FRANCES C. CANNON
 % Cannon Inc., Realtors
 5331 Highway 58
 Chattanooga, TN 37416
 Ph. (615) 894-1081

LOCATION 1" : 2,000'

J 9 9 0 3

36-176

Name of New Owner:	Send Tax Bills to:	Map Parcel Number:
Frances C. Cannon	Same	1200-H-029
6210 Clark Road		1200-H-030
Harrison, Tennessee 37341		1200-H-030.01

RETURN TO:
 Ronald I. Feidman
 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:

TRACT ONE (1):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 1, Cannon's Addition to Harbor Place Subdivision, as shown by Plat in Plat Book 36, Page 176 in the Register's Office of Hamilton County, Tennessee being more particularly described as:

BEGINNING at a point on the South right of way line of Webb (Turkeyfoot) Road, at the northwest corner of Lot 1, Harbor Place Subdivision, Second Unit, as shown by Plat recorded at Plat Book 25, Page 99, said Register's Office; thence North 84 degrees 58 minutes East, along the south line of Webb Road, 90 feet to a point; thence South 5 degrees 1 minute East 141.18 feet to the north line of Lot 3, Harbor Place Subdivision; thence North 96 degrees 47 minutes West, along the north line of Lot 3, 90.93 feet to the east line of Lot 24, Harbor Place Subdivision, as shown by Plat recorded at Plat Book 25, Page 48, said Register's Office; thence North 5 degrees 2 minutes West 128.1 feet to the south line of Webb Road, being the point of beginning, all as shown by survey drawing dated March 31, 1983 and revised April 1, 1983, by David W. Barnes, Registered Land Surveyor; above described tract also known as part of Lot 1, Harbor Place, Second Unit as shown by Plat Book 25, Page 99, and part of the contiguous Luetgens Property as conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

see deeds into trust

TRACT TWO (2):

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

BEGINNING at the northeast corner of Tract 1 herein described; thence North 84 degrees 58 minutes East, 183.03 feet along the South lot line of Webb Road, to a point; thence South 22 degrees 56 minutes West 207.97 feet to a point; thence North 67 degrees 04 minutes West 88.2 feet to a point; thence North 86 degrees 47 minutes West 7.77 feet to the east line of said tract one; thence North 5 degrees 1 minute West 141.18 feet to the point of beginning, and being known as Lots 2 and 3, Resubdivision of Lot 2, Cannon's Addition to Harbor Place, as shown by a Plat recorded in Plat Book 26, Page 202 in said Register's Office.

3437/1

REFERENCE is made for prior title to both tracts to Book 2885, Page 562, in said Register's Office.

SUBJECT TO applicable conditions and easements in subdivision regulations as set out in Book 2116, Page 186 in said Register's Office. (Lot 2)

SUBJECT TO Easement to East Tennessee Natural Gas as shown on plat and as recorded in Book 1023, Page 501, in said Register's Office. (both Tracts)

SUBJECT TO Sixteen (16) foot drainage and utility easement as shown on Plat. (both Tracts)

SUBJECT TO Ten (10) foot drainage easement straddling side and rear lot line as set out on legend of plat. (Tract 1 only)

SUBJECT TO Minimum building setback lines as set out on legend of plat. (as to Tract 1 only)

SUBJECT TO Right of Way easement recorded at Book 763, Page 483, said Register's Office. (Tract 2)

SUBJECT TO utility easement shown on plat in Plat Book 36, Page 176 in said Register's Office.

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

SUBJECT TO Deeds of Trust in favor of Collateral Investment Company, recorded in Book 3125, Pages 572, 578 and 584 in 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 part thereof now are or at any time hereafter shall or may be imperilled, 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 27th day of December, 1987.

Alvin F. Cannon
Alvin F. Cannon

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 29th 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. Feldman
Notary Public

My commission expires: _____
3-11-92

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.

Sarah P. DeFriesse
Affiant

Subscribed and sworn to before me this 29th day of December, 1987.

Ronald S. Feldman
Notary Public

My commission expires: _____
3-11-92

NO TRANSFER TAX DUE
SARAH P. DEFRIESE
County Register



A 7.9 2 5

IDENTIFICATION
REFERENCE

Dec 29 3 32 PM '87

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

11:59/87 W/00

9.00

**9.00

WARRANTY DEED

LAWYERS TITLE INSURANCE CORPORATION
DOME BUILDING
736 Georgia Avenue
Chattanooga, TN. 37402
(615) 756-4154

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

FILE NO. 830445

THIS INSTRUMENT, Made the 6 day of April

, 19 83, between

PHILIP A. MENDERS and wife, GUY BUTLER MENDERS

as party or parties of the first part, hereinafter called Grantor, and

ALVIN F. CANNON & WT. 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, conveyed, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the following described property:

TRACT ONE (1):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 1, Cannon's Addition to Harbor Place Subdivision, as shown by plat not yet recorded and being more particularly described as:

BEGINNING at a point on the South right of way line of Webb (Turkeyfoot) Road, at the northwest corner of Lot 1, Harbor Place Subdivision, Second Unit, as shown by plat recorded at Plat Book 25, Page 99, said Register's Office; thence North 84 degrees 58 minutes East, along the south line of Webb Road, 90 feet to a point; thence South 5 degrees 1 minute East 141.18 feet to the north line of Lot 3, Harbor Place Subdivision; thence North 86 degrees 47 minutes West, along the north line of Lot 3, 90.93 feet to the east line of Lot 24, Harbor Place Subdivision, as shown by plat recorded at Plat Book 25, Page 48, said Register's Office; thence North 5 degrees 2 minutes West 128.1 feet to the south line of Webb Road, being the point of beginning, all as shown by survey drawing dated March 31, 1983 and revised April 1, 1983, by David W. Barnes, Registered Land Surveyor; above described tract also known as Part of Lot 1, Harbor Place, Second Unit as shown by Plat Book 25, Page 99, and part of the contiguous property as conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

Being a part of that property conveyed by Deed recorded at Book 2429, Page 82, and also a part of that property conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

TRACT TWO (2):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being more fully described as follows: BEGINNING at the northeast corner of Tract 1 herein described; thence North 84 degrees 58 minutes East, 183.03 feet along the South lot line of Webb Road, to a point; thence South 22 degrees 56 minutes West 207.97 feet to a point; thence North 67 degrees 04 minutes West 88.2 feet to a point; thence North 86 degrees 47 minutes West 7.77 feet to the east line of said tract one; thence North 5 degrees 1 minute West 141.18 feet to the point of beginning, and being known as Lot 2, Cannon's Addition to Harbor Place Subdivision, as shown by a plat to be recorded.

Being a part of that property conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

This conveyance is made subject to the following:

1. Easement to East Tennessee Natural Gas as shown on plat and as recorded in Book 1023, Page 501, in the Register's Office, Hamilton County, Tennessee. (both tracts)
2. Sixteen (16) foot drainage and utility easement as shown on plat. (both tracts)
3. Ten (10) foot drainage easement straddling side and rear lot line as set out on legend of plat. (Tract 1 only)
4. Minimum building setback lines as set out on legend of plat. (as to Tract 1 only)
5. Right of Way easement recorded at Book 763, Page 483, said Register's Office. (Tract 2)

Adverses of Grantee
5331 Highway 58,
Chattanooga, TN. 37416

Mail Tax Notice to
Map Parcel No.
Collateral Investment Co.
170-O-H-29 and
2109 1st Ave. North
120-G-H-30
Birmingham, Ala.

2885/562

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.

J. 8 9 12

Philip A. Wender
PHILIP A. WENDER
Gay Butler Wender
GAY BUTLER WENDER

IDENTIFICATION REFERENCE

APR 6 9 42 AM '83
DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

50000.00
C* 600
C* 130.00
C* 50 * 13630

STATE OF TENNESSEE
COUNTY OF HAMILTON
On this the 4 day of APRIL 19 83, before me personally appeared PHILIP A. WENDER and wife, GAY BUTLER WENDER

to me known to be the person or persons described in and who executed the foregoing Deed and acknowledged that they executed the same as their free act and deed. WITNESS my hand and notarial seal.



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 \$ 50,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.



Signed and sworn to or affirmed before me on this the 4 day of April 19 83
Date of Expiration of Commission: 10-7-86

under, upon, over and through the lands of the defendant, as above described. The petitioner shall have the further right now and from time to time hereafter to cut and keep said right of way clear of trees, undergrowth and other obstructions that might injure, endanger or interfere with the construction and use of said pipeline, fittings and appliances to said line. The right of ingress and egress that the petitioner may exercise in constructing, maintaining, and operating said pipeline referred to shall be confined to said right of way strip condemned and set apart above. All damage incident to the use of ingress and egress over said strip of land condemned shall be paid for by petitioner.

The easement or right of way for said pipeline is such, however, that said defendant, his heirs and assigns, will not be divested of the right to use and enjoy the premises to the extent that such use and enjoyment does not interfere with the use and enjoyment of said right of way, easement and incidental rights granted to petitioner.

Petitioner shall never have the right to fence the whole or any part of said easement or to construct any building thereon, but the defendant shall have the right to fence the whole or any part of the boundaries thereof and to build cross-fences, passageways and cross-roads in so long as same do not unreasonably interfere with the rights of petitioner under said easement. The petitioner further agrees to bury the pipeline so that it will not interfere with the cultivation of the land by the defendant.

After taking into consideration both the value of the easement taken and incidental damages to the remainder of said land, we do find the value of the easement taken to be \$300.00, and do assess incidental damages to the remainder of defendant's property at \$150.00.

In arriving at the value of said easement and the amount of incidental damages, we have taken into consideration the purpose for which the easement is sought, as above set forth, and also the continued right of the defendant, his heirs and assigns, to use and enjoy the premises as above set forth.

This 15th day of August, 1959

/s/ JES. H. SELL

/s/ J. W. POE

/s/ GEO. C. HENSLEY

/s/ R. W. DUNCAN

/s/ J. T. PARSONS

For the Court being pleased to allow said appeal to be dismissed and abandoned it is accordingly in all things dismissed. There being no objection or exception to the report of the jury of view, the Court is pleased to and does confirm same and the clerk is ordered to spread the report at the minutes of this Court.

It is therefore ORDERED, ADJUDGED AND DECREED that defendant recover of and from the petitioner the sum of \$450.00 and upon payment of the sum of \$50.00 to the Clerk of this Court for the use and benefit of the defendant, it is ordered that the petitioners be and they are hereby restored with the right in a perpetual easement over and on the property of the defendant located in Hamilton County, Tennessee, as described in the report of the jury of view and under the terms therein set out, together with the interest and covenants over said strip of land upon the conditions set out in said report. The petitioners will pay the costs of this cause, including compensation at the rate of \$1.00 for each member of the jury of view serving therein, for all of said execution.

WIT ESSE:

Fred Ballard, Judge.

WIT: Matthew Hall & Hayes
Attorneys for Petitioner.

James P. Sherrill, do hereby certify that the foregoing is a true and correct copy of the final order in this cause and of report in my office at Chattanooga, Tennessee.

WEST VIRGINIA SEPTEMBER 1950

WALTER P. SHELDON, Clerk
By: C. Roberts, D.C.

STATE OF WEST VIRGINIA
COUNTY OF PUTNAM
I, the undersigned, Notary Public and Commissioner of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the Book No. 15 Page 528 and recorded in Book 1037 Page 18.

Witness my hand and official seal at Putnam County, West Virginia, this 15th day of September, 1950.

W. P. Sheldon
Notary Public
Putnam County, West Virginia

DEPT. 152

25-99

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