

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:

LS JK  
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

## 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: 20152482

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:

ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Trustees of the 'Family Trust' created under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division; **and** ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Executors under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division

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

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Six (6), Block D, Plan of Murray Hills, as shown by plat of record in Plat Book 17, Page 69, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed from Alvin F. Cannon, Trustee, and wife Frances C. Cannon to Alvin F. Cannon, dated May 5, 1988 and recorded on May 6, 1988 in Book 3481, Page 164, see also Deed in Book 2875, Page 203, in the Register's Office of Hamilton County, Tennessee.

## SCHEDULE B

### PART I & II

Order Number: 20152482

#### 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 ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Trustees of the 'Family Trust' created under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division; **and** ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Executors under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division, to TBD, 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.

## SCHEDULE B

### PART I & II

Order Number: 20152482

- (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$728.63, BILL #9711.  
2016 County Taxes are a LIEN, not yet due and payable.  
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$608.42.  
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: 129A-B-039, Assessment: \$26,350.00.
  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 1110, Page 110, as modified in Book 1129, Page 76, 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. Conditions, restrictions, reservations, limitations, easements, etc., as set out in instrument recorded in Book 1082, Page 647, as amended in Book 1125, Page 274, in the Register's Office of Hamilton County, Tennessee.
  8. Sanitary Sewer Easement as set out in instrument recorded in Book 2232, Page 10, in the Register's Office of Hamilton County, Tennessee.
  9. Drainage easement as shown, described or noted on recorded plat.
  10. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plat.

# Hamilton County, Tennessee

## Unofficial Property Card

<b>Location</b> 4628 MURRAY HILLS DR	<b>Property Account Number</b> 54367	<b>Parcel ID</b> 129A B 039
<b>Property Type</b> 22	<b>Land Use</b> 111	<b>District</b> CITY

### Current Property Mailing Address

<b>Owner</b> CANNON ALVIN F C/O SUNTRUST BANK MC6500 Address P O BOX 305110	<b>City</b> NASHVILLE <b>State</b> TN <b>Zip</b> 37230-5110
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### Current Property Sales Information

<b>Sale Date</b> 5/5/1988	<b>Legal Reference</b> 3481-0164
<b>Sale Price</b> \$0	<b>Grantor(Seller)</b> CANNON ALVIN F TR

### Current Property Assessment

**Building Value** \$81,500  
**Xtra Features Value** \$0  
**Land Value** \$23,900  
**Total Value** \$105,400  
**Assessed Value** \$26,350

### Narrative Description

This property is classified as RESIDENTIAL with a(n) STANDARD style structure on this card, built about 1957 with 1,385 square feet.

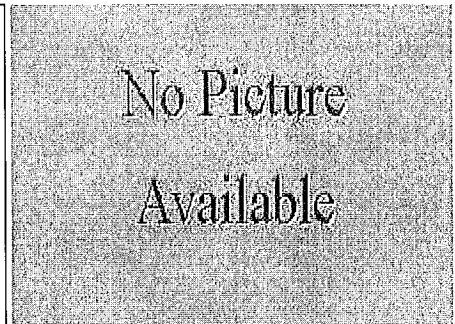
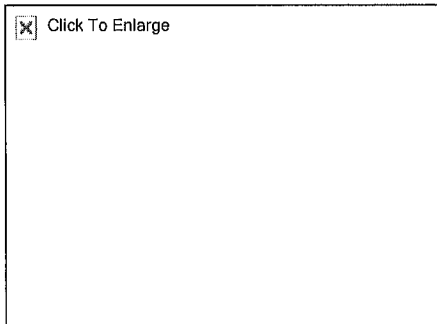
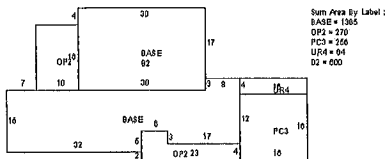
### Land Description

The total land area of this property is (100X200).

### Legal Description

LT 6 BLK D MURRAY HILLS PB 17 PG 69

### Property Images



Property

Location 4628 MURRAY HILLS DR	Account Number 54367	Parcel ID 129A B 039
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
5/5/1988	\$0	3481-0164	CANNON ALVIN F TR	
2/14/1983	\$41,628	2875-0203		
2/16/1978	\$31,900	2472-0390		
4/1/1975	\$25,600	2234-0049		



**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**

<b>State Grid</b>	129A B 039	<b>Flags</b>	None
<b>District</b>	Chattanooga (1)		
<b>Property Address</b>	4628 MURRAY HILLS DR		

<b>Bill Type</b>	Real Property	<b>Bill Year</b>	2015
<b>Status</b>	Active	<b>Bill #</b>	9711
<b>Mailing Address</b>	CANNON ALVIN F C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	<b>Assessment</b>	\$26,350.00
<b>Legal Desc</b>	1. LT 6 BLK D MURRAY HILLS PB 17 PG 69 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	\$728.63

**Total Due** \$728.63

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

<b>State Grid</b>	129A B 039	<b>Flags</b>	
<b>Property Address</b>	4628 MURRAY HILLS DR		

<b>Bill #</b>	0011399		
<b>Bill Type</b>	Real Property	<b>Bill Year</b>	2015
<b>Status</b>	Active		
<b>Owner Name</b>	CANNON ALVIN F		
<b>Mailing Address</b>	P O BOX 305110 NASHVILLE TN 37230	<b>Assessment</b>	\$26,350.00

## Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$608.42
2015	Tax Billing	City Water Quality Fee	\$115.20

**Total Due** \$723.62

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





Name of Owner:	Send Tax Bills To:	Map Parcel No.:
Alvin F. Cannon 6210 Clark Road Harrison, Tennessee 37341	Same	129A-B-039

TRUSTEE'S DEED

WHEREAS, title to the hereinafter described real estate has been vested in Alvin F. Cannon, Trustee, acting for the use and benefit of Alvin F. Cannon; and

WHEREAS, Alvin F. Cannon is the sole beneficiary of the trust and now desires to be vested with legal title to said real estate.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, ALVIN F. CANNON, TRUSTEE, exercising the power and authority vested in him, acting to convey the naked fee simple title, does hereby grant, sell, transfer and convey unto ALVIN F. CANNON, who is the owner of the beneficial interest in said trust, the following described real estate:

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:  
Lot Six (6), Block "D", Murray Hills, as shown by plat recorded in Plat Book 17, Page 69, in the Register's Office of Hamilton County, Tennessee.

Reference for prior title is made to Book 2875, Page 203, in the Register's Office of Hamilton County, Tennessee.

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

SUBJECT TO restrictions, conditions, and provisions as set out in instrument of record in Book 1110, Page 110 in said Register's Office, as modified in instrument of record in Book 1129, Page 76 in said Register's Office.

SUBJECT TO Conditions, Restrictions, Reservations, Limitations, Provisions, etc., as set out in deed of USA (TVA) recorded in Book 1082, Page 647 in said Register's Office, as amended by instrument recorded in Book 1125, Page 274 in said Register's Office.

SUBJECT TO Sewer Easement of the City of Chattanooga, as set out in instrument of record in Book 2232, Page 10 in said Register's Office.

SUBJECT TO a Drainage Easement along the southwestern lot line, as shown by dotted lines on said recorded plat.

SUBJECT TO a Deed of Trust dated February 16, 1978, to Lumberman's Investment Corp. recorded in Book 2472, Page 392 in said Register's Office.

*Rel 4/24/81*

SUBJECT TO taxes for the year 1988.

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

TO HAVE AND TO HOLD said real estate unto ALVIN F. CANNON, his heirs, successors and assigns, forever in fee simple, so that the naked fee simple title and beneficial ownership are now vested in him.

Grantor conveys title hereby as fully and completely as he became vested therewith under the aforementioned Deed, and hereby transfers, assigns and sets over unto Grantee all covenants and warranties therein contained, but makes no covenants or warranties otherwise.

I, FRANCES C. CANNON, wife of ALVIN F. CANNON, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby join in the execution of this instrument, to release, remise and quitclaim unto the Grantee herein, any right, title, interest, claim or demand that may be vested in me, in and to the above described real estate.

IN WITNESS WHEREOF, we have hereunto set our hands this 5<sup>th</sup> day of May, 1988.

Alvin F. Cannon, Trustee  
Alvin F. Cannon, Trustee

Frances C. Cannon  
Frances C. Cannon

STATE OF TENNESSEE  
COUNTY OF HAMILTON

05/06/88 CONV 25.00  
05/06/88 W/D

6.00 \*\*6.00

On this 5<sup>th</sup> day of May, 1988, before me personally appeared Alvin F. Cannon, Trustee, and wife, Frances C. Cannon, to me known (or proved to me on the basis of satisfactory evidence) 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.

Ronald D. Feldman  
Notary Public

My commission expires:  
3/1/90

STATE OF TENNESSEE  
COUNTY OF HAMILTON

**NO TRANSFER TAX DUE**  
**SARAH P. DeFRIESE**  
**County Register**

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$ 2500, 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-Grantee

Subscribed and sworn to before me this 5<sup>th</sup> day of May, 1988.

Ronald D. Feldman  
Notary Public

My commission expires:  
3/1/90

C 5 3 1 0

IDENTIFICATION REFERENCE  
MAY 6 11 13 AM '88  
SARAH P. DE FRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

1092

K-56

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COVENANTS, RESTRICTIONS AND RESTRICTIVE CONDITIONS

WHEREAS J. C. Murray, Trustee, of Chattanooga, Tennessee, became the owner of a tract of land in Hamilton County, Tennessee, by virtue of a Warranty Deed from James A. Buford and Tom M. Gillespie dated August 6, 1952 and recorded in Book 1092, page 34, in the Register's Office of Hamilton County, Tennessee, containing certain restrictions, conditions, reservations, covenants, exceptions, easements, possibilities of reverter and other provisos, reference to which is hereby made for a complete description of same; and

WHEREAS the said J. C. Murray, Trustee has caused a portion of said tract to be subdivided into residential lots and has improved said real estate by laying out, grading and paving streets and roadways and drainage conduits, all in accordance with the Hamilton County Zoning Regulations and amendments, said portion of the real estate herein referred to being known as Murray Hills Unit Number 1, a plat of which shall be filed for record in the Register's Office of Hamilton County, Tennessee, within the near future; and

WHEREAS it is the desire of the said J. C. Murray, Trustee to insure the proper development of said subdivision into a residential section by selling and conveying lots therein for the construction of residences;

NOW THEREFORE, in consideration of the premises and for the purpose of controlling and promoting the future development of said real estate and protecting the values of the lots and improvements thereon the said J. C. Murray, Trustee does hereby impose and charge that portion of said tract above referred to known as Murray Hills Unit Number 1 and the lots, blocks and parcels into which said tract has been or may be subdivided, with certain exceptions, agreements, covenants, restrictions, easements, conditions and charges as hereinafter set out, all of which are declared to be for the benefit of present and future owners of all of said lots, are to run with the land for a period of 50 years from the date hereof whether or not recitation of incorporation of or reference to the same is made in the deeds of subsequent owners of one or more of said lots and are in addition to any municipal or governmental requirements which now or may in the future affect said lots. Any and all of the following which are in conflict with any of the provisions of said governmental regulations or amendments shall be deemed as over-ruled thereby, inferior thereto and inapplicable to the

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1110/1110

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extent of said conflict but such over-ruling of one or more of the following provisions either in whole or in part shall not invalidate any of the remaining provisions or parts thereof. If any of the following provisions or the application of same to any purposes or circumstances shall be held invalid the remainder of this instrument or its application to purposes or circumstances other than to which it is held invalid shall not be affected thereby. J. C. Murray, Trustee, his successors and assigns, shall have the power to reimpose these provisions and charges either in their original form or as he or they may amend same at the expiration of 50 years from the date hereof by appropriate instrument recorded in the Register's Office of Hamilton County, Tennessee. But if such instrument shall not have been recorded on or before the expiration of 50 years from the date hereof then this instrument and its provisions shall be deemed to have expired and shall have no further effect.

I

No noxious or offensive trade or activity shall be carried on on any lot, nor shall anything be done thereon which shall be an annoyance or a nuisance to the neighborhood. No sheep, goats, swine, horses, cattle, burros, fowl or any like animals shall be allowed to remain in or on said subdivision or to roam at large on any of the streets or ways in or bordering same. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

II

The land included in Murray Hills Subdivision Unit Number 1 shall be used for residential or non-commercial purposes only. Only single family residences shall be constructed in said subdivision. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. There shall not be erected, permitted, maintained or operated any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of the Hamilton County Zoning Regulations.

III

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Only one single family residence shall be erected on any one lot.

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1129  
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No residence shall be constructed which has a ground floor area of the main structure exclusive of open porches, breezeways and garages of less than 1200 square feet. J. C. Murray, Trustee, his successors and assigns, shall have submitted to him or them before any construction is begun complete plans and specifications including total cost and he or they shall have the sole right to approve or disapprove said plans and specifications. No construction shall begin until such plans and specifications shall have been approved by the said Murray, Trustee, his successors or assigns. In the event said plans and specifications be properly submitted to the said Murray, Trustee, his successors or assigns, and he or they fail within 10 days to give notice of approval or disapproval the said plans and specifications shall be deemed to be approved in full.

IV

No building or part thereof shall be erected or maintained on any part of said tract closer than 40 feet to any street either front, side or rear. The proximity of buildings to side lot line shall be governed by the Hamilton County Zoning Regulations. Free and open spaces shall be left on both sides of every dwelling. Driveways shall be properly drained and said drains shall be constructed and maintained by the owner or owners of the lot or lots upon which it lies.

V

Easements or reservations in said subdivision as located and for the purposes set out are shown on the plat of said subdivision to be recorded in the Register's Office of Hamilton County, Tennessee. The purchasers or owners of the various lots shall at their own cost and expense keep and preserve that portion of any of said easements lying within their own property lines at all times in good condition of repair and maintenance. The said J. C. Murray, Trustee, his successors and assigns, or any utility company with facilities located within said easement shall have the right to enter upon same for any of the purposes for which said easements are reserved. The owners of any lot or lots shall at all times keep their respective properties in good condition and repair and neat in appearance.

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VI

It is the intention of the said Murray, Trustee to convey by separate instrument or instruments the fee simple title to the streets, lanes, alleys, etc., as shown on said plat to Hamilton County, Tennessee, and a 1/54 undivided interest in and to that portion of said real estate designated on said plat as a community park to the purchaser or purchasers of each lot in said subdivision.

VII

No redivision of any of the lots or parcels of land constituting said subdivision shall be made by any owner or owners thereof, and said lots shall remain as shown on the plat herein referred to, except that the said J. C. Murray, Trustee, his successors and assigns, shall have the power in its own discretion to alter any boundary, lot or division lines.

VIII

The provisions contained herein shall enure to the benefit of and be enforceable by any owner of land included in said subdivision and his legally represented successors and assigns. If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate located in said subdivision or the then constituted public authorities to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent him or them from so doing and to recover damages for such violation including court costs and attorney fees.

The failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to this same breach or as to one occurring prior or subsequent thereto.

IN WITNESS WHEREOF the said J. C. Murray, Trustee, has set his hand this the 12th day of May, 1953.

*J. C. Murray, Trustee*

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STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

On this the 18th day of May, 1953, before me personally appeared J. C. MURRAY, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he, as Trustee, executed the same as his free act and deed.

*Laurie Pope*  
NOTARY PUBLIC

My commission expires:

August 18, 1954

STATE OF TENNESSEE  
HAMILTON COUNTY  
HAMILTON COUNTY  
Not. Pub. No. \_\_\_\_\_ Regs. \_\_\_\_\_  
Exp. Date \_\_\_\_\_

My first commission was Certificate No. \_\_\_\_\_  
dated in \_\_\_\_\_  
and expires in \_\_\_\_\_  
Value \_\_\_\_\_  
WITNESS my hand at office in Chattanooga, Tenn.

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\_\_\_\_\_  
Notary  
\_\_\_\_\_  
Notary

STATE OF TENNESSEE  
HAMILTON COUNTY  
ELECTOR REGISTRATION

AUDREY ELLA HERRINGTON  
DITL #4

STATE OF TENNESSEE  
HAMILTON COUNTY  
ELECTOR REGISTRATION

1987 APR 21 PM 2:08

FEE  
3.25  
C. C. CANNON  
DEPUTY CLERK

FRAZIER, ROBERTS & WEILL  
ATTORNEYS AT LAW  
100 UNIVERSITY STATE LIFE BUILDING  
CHATTANOOGA, TENN.

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MODIFICATION OF COVENANTS, RESTRICTIONS AND RESTRICTIVE CONDITIONS

WHEREAS, J. C. MURRAY, Trustee, is the owner of certain real estate known as Murray Hills, a plat of which is on record in Plat Book 17, page 69, of the Register's Office of Hamilton County, Tennessee, by virtue of a deed from James A. Buford and Tom M. Gillespie, dated August 6, 1952, and recorded in Book 1092, page 7, of said Register's Office; and

WHEREAS, the said J. C. MURRAY in subdividing and developing said land into a residential section, for the protection of future owners of lots in said subdivision, has imposed certain covenants, restrictions, conditions, reservations, exceptions, easements and other provisos by an instrument dated May 12, 1953 and recorded in Book 1110, page 110, in said Register's Office; and

WHEREAS, it has been found desirable to modify said restrictions in so far as the minimum square foot floor area is concerned;

NOW THEREFORE, in consideration of the premises and for the purpose of facilitating the sale and financing of improvements on said land sale, at the same time carrying out the express purposes of said conditions and restrictions above mentioned, J. C. MURRAY do hereby modify the provisions of the said instrument recorded in Book 1110, page 110 in said Register's Office as follows:

The second sentence of Paragraph No. 3, which paragraph appears at the top of the third (3d) page of the original of said instrument, and which sentence provides for a minimum ground floor area of the main structure of not less than twelve hundred (1200) square feet, shall be changed to read as follows:

"No residence shall be constructed which has a ground floor area of the main structure, exclusive of open porches, breezeways and garages, of less than one thousand fifty (1050) square feet."

The remaining provisions as set out in said instrument recorded in Book 1110, page 110, in said Register's Office, reference to which is hereby made, shall remain the same unless altered in the future, <sup>as</sup> provided for in said original instrument.

WITNESS my hand this 16<sup>th</sup> day of January 1954.

*J. C. Murray*

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STATE OF TENNESSEE)

COUNTY OF HAMILTON)

On this the 16<sup>th</sup> day of January, 1954, before me personally appeared J. C. MURRAY, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he as Trustee, executed the same for the purposes herein contained.



My commission expires:

Aug. 18, 1954

*Fred B. Frazier*  
Notary Public

STATE OF TENNESSEE,  
HAMILTON COUNTY,

Not. Book No. \_\_\_\_\_  
Page \_\_\_\_\_

The above Instrument and Certificate were  
JAN 18 1954 at \_\_\_\_\_ M. o'clock  
and recorded in Book \_\_\_\_\_ Volume \_\_\_\_\_

WITNES my hand at office in Chattanooga, Te.

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US-TVA Monument 5-10; thence, leaving the United States of America's boundary line, N. 23° 45' E. 410 feet to a point in the center line of a county road from which US-TVA Monument 5-11 bears N. 23° 45' E., at a distance of 48 feet; thence with the center line of the County road as it meanders in an easterly direction approximately along the following bearings and distances: S 68° 56' E 327 feet, S. 75° 24' E. 272 feet, and N. 61° 12' E 196 feet to a point; thence, leaving the road, S. 18° 36' E., 139 feet, passing an angle iron at 29 feet, to an angle iron; thence N 84° 40' E. 259 feet to an angle iron; thence N. 84° 27' E., 239 feet to an angle iron; thence S. 62° 16' E. 354 feet to an angle iron; thence S. 62° 23' E., 109 feet to an angle iron;

thence S. 62° 12' E. 902 feet to an angle iron in the boundary of the United States of America's land; thence with the United States of America's boundary line S. 25° 54' W. 2179 feet, passing US-TVA Monument 5-34 at 609 feet and US-TVA Monument 5-4 RLB at 2026 feet, to a point; thence N. 66° 18' W., 1501 feet, passing US-TVA Monument 5-4 RMA at 234 feet, to US-TVA Monument 5-5; thence N. 66° 10' W. 1273 feet to the point of beginning, and containing 130. acres, more or less.

Furthermore, to afford a means of ingress and egress to and from the land above described, the grantor hereby conveys to the grantee, with any others who may be designated by the grantor, the right to construct, maintain and use a road on, over and across a right of way 40 feet wide, the center line of the said right of way being described as follows: Beginning at the angle iron in the northeast boundary of the above described land N. 62° 12' W. 902, feet from the most easterly property corner; thence N. 47° 00' E. 640 feet to an angle iron; thence N. 36° 55' E. approximately 600 feet to a point in a county road; together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appurtenances lying outside of but adjacent to the limits of the right of way.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers.

The above described tract of land is a part of the same land acquired by the United States of America by virtue of the Final Decree entered September 16, 1941, in cause styled United States of America ex rel, Tennessee Valley Authority vs. Inez K. Fritts et al, Case No 2136, in United States District Court, Eastern District of the State of Tennessee, Southern Division, recorded in Deed Book 822, page 615 in the Register's office of Hamilton County, Tennessee.

The above land is conveyed subject to any temporary and intermittent flooding that may result from the erection and operation of any dam or dams across the Tennessee River and its tributaries and also subject to the right to temporarily and intermittently flood any portion of any road serving the land described. W

IN MAKING THIS CONVEYANCE, HOWEVER, THE GRANTOR EXPRESSLY RESERVES THE FOLLOWING DESCRIBED EASEMENT RIGHT:

THE RIGHT TO MAINTAIN ANY EXISTING BOUNDARY AND TRAVERSE MONUMENTS AND SILT RANGE STATIONS UPON THE LAND ABOVE DESCRIBED.

ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5(b)(1) OF THE ATOMIC ENERGY ACT OF 1946 ( 50 STAT 761) TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED, IN WHATEVER CONCENTRATION, IN DEPOSITS IN THE LANDS COVERED BY THIS INSTRUMENT ARE HEREBY RESERVED FOR THE USE OF THE UNITED STATES, TOGETHER WITH THE RIGHT OF THE UNITED STATES THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE, AND REMOVE THE SAME, MAKING JUST COMPENSATION FOR ANY DAMAGE OR INJURY OCCASIONED THEREBY. HOWEVER, SUCH LAND MAY BE USED, AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE ENJOYED, AS IF SUCH MATERIALS HAD BEEN MADE; EXCEPT THAT, WHEN SUCH

USE RESULTS IN THE EXTRACTION OF ANY SUCH MATERIAL FROM THE LAND IN QUANTITIES WHICH MAY NOT BE TRANSPORTED OR DELIVERED WITHOUT A LICENSE UNDER THE ATOMIC ENERGY ACT OF 1946, AS IT NOW EXISTS OR MAY HEREAFTER BE AMENDED, SUCH MATERIAL SHALL BE THE PROPERTY OF THE UNITED STATES ATOMIC ENERGY COMMISSION, AND THE COMMISSION MAY REQUIRE DELIVERY OF SUCH MATERIAL TO IT BY ANY POSSESSOR THEREOF AFTER SUCH MATERIAL HAS BEEN SEPARATED AS SUCH FROM THE ORES IN WHICH IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY OF SUCH MATERIAL TO IT, IT SHALL PAY TO THE PERSON MINING OR EXTRACTING THE SAME, OR TO SUCH OTHER PERSON AS THE COMMISSION DETERMINES TO BE ENTITLED THERETO, SUCH SUMS, INCLUDING PROFITS, AS THE COMMISSION DEEMS FAIR AND REASONABLE FOR THE DISCOVERY, MINING, DEVELOPMENT, PRODUCTION, EXTRACTION, AND OTHER SERVICES PERFORMED WITH RESPECT TO SUCH MATERIAL PRIOR TO SUCH DELIVERY, BUT SUCH PAYMENT SHALL NOT INCLUDE ANY AMOUNT ON ACCOUNT OF THE VALUE OF SUCH MATERIAL BEFORE REMOVAL FROM ITS PLACE OF DEPOSIT IN NATURE. IF THE COMMISSION DOES NOT REQUIRE DELIVERY OF SUCH MATERIAL TO IT, THE RESERVATION HEREBY MADE SHALL BE OF NO FURTHER FORCE OR EFFECT.

TVA 2537C(LA-4-48)

GRANTOR FURTHER RESERVES TWO PERMANENT EASEMENTS AND RIGHTS OF WAY FOR THE FOLLOWING PURPOSES, NAMELY: THE PERPETUAL RIGHT TO ENTER AND TO ERECT, MAINTAIN, REPAIR, REBUILD, AND TWO CIRCUMFERENTIAL TELEPHONE LINES, INCLUDING THE RIGHT TO ERECT SUCH POLES AND OTHER TRANSMISSION LINE OPERATE, AND MAINTAIN TWO OR MORE ELECTRIC POWER TRANSMISSION LINES, STRUCTURES, WIRES, CABLES, AND ANY NECESSARY APPURTENANCES: THE RIGHT TO CLEAR SAID RIGHTS OF WAY AND KEEP THE SAME CLEAR OF BRUSH, TREES, BUILDINGS AND FIRE HAZARDS: AND THE RIGHT TO REMOVE DANGER TREES, IF ANY, LOCATED BEYOND THE LIMITS OF SAID RIGHTS OF WAY: ALL OVER, UPON, ACROSS AND UNDER THE FOLLOWING DESCRIBED LAND, TO WIT:

Strip No 1. A strip of land 150 feet wide lying 75 feet on each side of the center line of an existing transmission line owned and operated by the Authority known as the Chickamauga Watts Bar Transmission Line, the center line of the said Chickamauga Watts Bar Transmission Line being described as follows: Beginning at a point in the northwest boundary of the above described land, S 23° 45' W. 80 feet, more or less, from the most northwesterly property corner; thence N. 84° 10' E., approximately 170 feet to a point in the center line of a county road which is a boundary of the described land.

Strip No 2. A strip of land 300 feet wide lying 75 feet on the north side and 225 feet on the south side of the center line of an existing transmission line owned and operated by the Authority known as the Chickamauga-Hiwassee Transmission Line, the center line of the said Chickamauga-Hiwassee Transmission Line being described as follows: Beginning at a point in the southeast boundary of the above described land, N. 23° 54' E., 740 feet, more or less, from the most southerly property corner; thence in a westerly direction approximately 1640 feet to a point in the southwest boundary line N 86° 10' W. 160 feet, more or less, from US-TVA Monument 5-5.

NEITHER THE AUTHORITY NOR THE UNITED STATES OF AMERICA SHALL BE LIABLE FOR ANY DAMAGE INCIDENTAL TO THE EXERCISE OF ANY OF THE RIGHTS RESERVED EXCEPT THAT THE AUTHORITY SHALL REMAIN LIABLE FOR ANY ADDITIONAL DAMAGE CAUSED BY ITS CONSTRUCTION FORCES TO THE PROPERTY (ABOVE DESCRIBED AND HEREBY CONVEYED) AS A RESULT OF THE ERECTION, MAINTENANCE, OR REBUILDING OF ITS ELECTRICAL POWER TRANSMISSION AND TELEPHONE LINES ON THE RIGHTS OF WAY RESERVED. W

IN ACCEPTING THIS CONVEYANCE, HOWEVER, THE GRANTEE, FOR HIMSELF, HIS HEIRS, SUCCESSORS AND ASSIGNS, COVENANTS AND AGREES TO AND WITH THE GRANTOR THAT THE FOLLOWING SHALL CONSTITUTE REAL COVENANTS WHICH SHALL ATTACH TO AND RUN WITH THE ABOVE DESCRIBED LAND AND SHALL BE BINDING UPON ANYONE WHO MAY HEREAFTER COME INTO OWNERSHIP THEREOF, WHETHER BY PURCHASE, DEVISE, DESCENT, OR SUCCESSION:

IN THE INTEREST OF PUBLIC HEALTH AND SANITATION AND IN ORDER THAT THE LAND ABOVE DESCRIBED AND ALL OTHER LAND IN THE SAME LOCALITY MAY BE BENEFITED BY A DECREASE IN THE HAZARDS OF SUCH MATERIAL AND IN THE PROTECTION OF WATER SUPPLIES, RECREATION, WILDLIFE, AND

RECORD BOOK TUBZ



