

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

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: 20152485

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:

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:

Lots One (1), and Two (2), Map of Land of J. H. Coker, as shown by plat of record in Plat Book 1, Page 3, in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT that portion conveyed in Book 7536, Page 304, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed from William L. Cave, to Alvin F. Cannon, dated April 17, 1986 and recorded on April 23, 1986 in Book 3194, Page 550, in the Register's Office of Hamilton County, Tennessee. See also Deed from North Market Properties, a Tennessee general partnership having Alvin F. Cannon as its sole partner, to Alvin F. Cannon, dated January 8, 1986 and recorded on April 23, 1986 in Book 3194, Page 548, in said Register's Office. See also Deed from John G. Reeser, to Alvin F. Cannon, dated January 10, 1986 and recorded on January 13, 1986 in Book 3164, Page 613, in said Register's Office. See also Deed in Book 2949, Page 886, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B

PART I & II

Order Number: 20152485

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 _____, 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 ALVIN F. 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 Closing Letter 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

SCHEDULE B

PART I & II

Order Number: 20152485

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 \$522.62, BILL #9713.
2016 County Taxes are a LIEN, not yet due and payable.
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$436.40.
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: 135D-D-016, Assessment: \$18,900.00.
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. Easement as set out in instrument recorded in Book H, Volume 20, Page 110, in the Register's Office of Hamilton County, Tennessee.
7. Chattanooga Gas Company Easement as set out in instrument recorded in Book 1026, Page 396, in the Register's Office of Hamilton County, Tennessee.
8. City of Chattanooga, Tennessee Easement as set out in instrument recorded in Book 1793, Page 356, in the Register's Office of Hamilton County, Tennessee.
9. 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 700 N MARKET ST	Property Account Number 59208	Parcel ID 135D D 016
Property Type 22	Land Use 111	District CITY

Current Property Mailing Address

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

Current Property Sales Information

Sale Date 4/17/1986	Legal Reference 3194-0550
Sale Price \$0	Grantor(Seller) NORTH MARKET PROPERTIES

Current Property Assessment

Building Value \$21,600
Xtra Features Value \$1,400
Land Value \$52,600
Total Value \$75,600
Assessed Value \$18,900

Narrative Description

This property is classified as RESIDENTIAL with a(n) STANDARD style structure on this card, built about 1910 with 1,178 square feet.

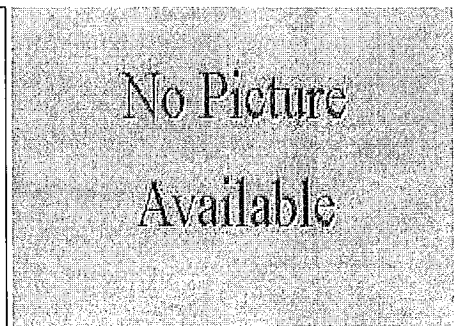
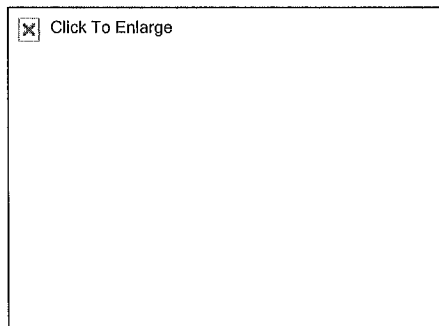
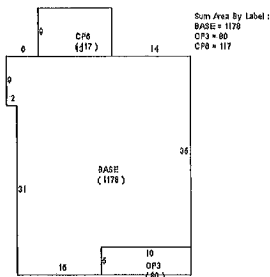
Land Description

The total land area of this property is (100X74).

Legal Description

LTS PT 1&2 LAND OF J H COKER PB1 PG3

Property Images



Property

Location 700 N MARKET ST	Account Number 59208	Parcel ID 135D D 016
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
4/17/1986	\$0	3194-0550	NORTH MARKET PROPERTIES	
1/8/1986	\$0	3194-0548	CANNON ALVIN F	
12/1/1983	\$0	2949-0886		
1/1/1946	\$0	0931-0627		
1/1/1926	\$0	H20-0110		



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	135D D 016	Flags	None
District	Chattanooga (1)		
Property Address	700 N MARKET ST		

Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	9713
Mailing Address	CANNON ALVIN F C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	Assessment	\$18,900.00
Legal Desc	1. LTS PT 1&2 LAND OF J H COKER PB1 PG3 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	\$522.62

Total Due \$522.62

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	135D D 016	Flags	
Property Address	700 N MARKET ST		
Bill #	0011401		
Bill Type	Real Property	Bill Year	2015
Status	Active		
Owner Name	CANNON ALVIN F		
Mailing Address	P O BOX 305110 NASHVILLE TN 37230	Assessment	\$18,900.00

Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$436.40
2015	Tax Billing	City Water Quality Fee	\$115.20
Total Due			\$551.60

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

File
LAWYERS TITLE AND ESCROW, INC.
DOME BUILDING
736 Georgia Avenue
Chattanooga, Tn. 37402
(615) 756-4154

WARRANTY DEED

BOOK 3194 PAGE 550

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

FILE NO. 831875
Jcs

DATE April 17, 1986

THIS INDENTURE between

WILLIAM L. CAVE,

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

ALVIN F. 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, does hereby convey to Grantee in fee simple, the following described property:

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lots 1 and 2, J. H. Coker Subdivision as shown by plat recorded in Plat Book 1, Page 3, in the Register's Office, Hamilton County, Tennessee.

Being the same property conveyed by Deed recorded in Book 2949, Page 886, said Register's Office.

This deed is executed and delivered to evidencce the termination of North Market Properties and to vest title in its sole partner, Alvin F. Cannon.

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

Address of Grantee

Alvin F. Cannon
5321 Highway 58, N
Chattanooga, TN 37416

Mail Tax Notice to

same

Map Parcel No.

135D-D-014

3194/550

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 unencumbered 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 Day and Year above written

William L. Cave
William L. Cave

B 2 2 9 3

APR 23 11 59 AM '86
DOROTHY B. WILKINSON
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

04/23/86	CONV	1,000.00			
04/23/86	W/DD		6.00		
04/23/86	CTAX		2.60		
04/23/86	PFEE		.50	**9.10	

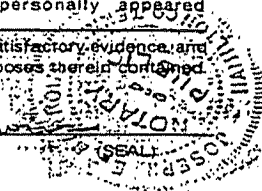
STATE OF TENNESSEE COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared William L. Cave

the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of APRIL, 1986

Date of Expiration of Commission SEPT. 8, 1987 Jessie E. Bawson
Notary Public



STATE OF TENNESSEE COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared WILLIAM L. CAVE

, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the _____ of the _____ the within named bargainer, a corporation, and that he, as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand, at office, this _____ day of _____, 19____.

Date of Expiration of Commission _____ Notary Public (SEAL)

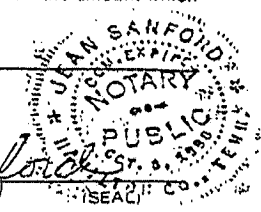
STATE OF Tennessee COUNTY OF Hamilton

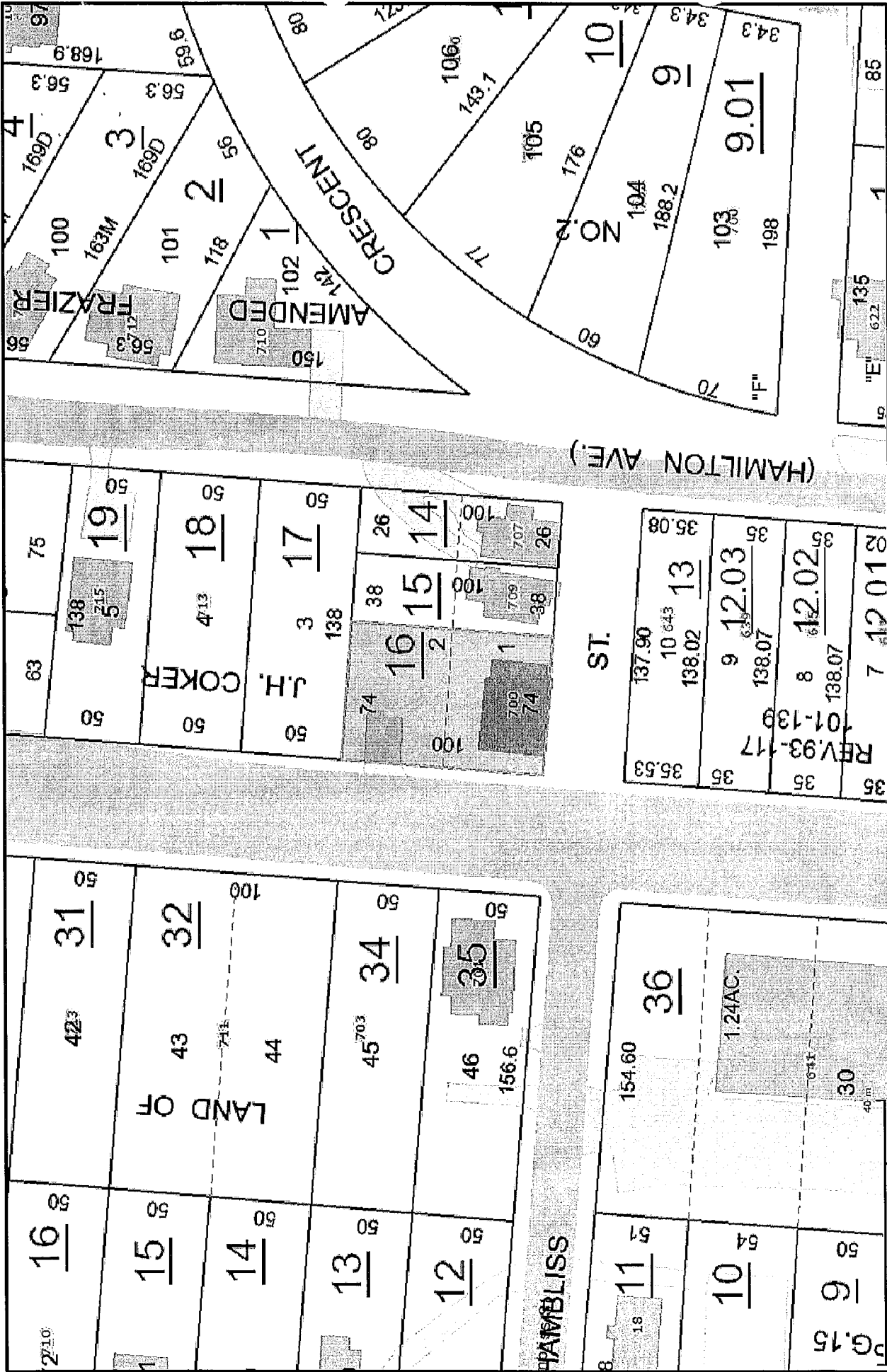
The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ 1,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Alvin F. Cannon
Alvin F. Cannon

Signed and sworn to or affirmed before me on this the 22nd day of April, 1986

Date of Expiration of Commission 10/8/88 Jean Sanford
Notary Public





The Map Title

The Subtitle

Printed: Oct 15, 2015

HCGGIS

the said deed to have been done by her father, relative and guardian of her person, without her consent, and that she is now of legal age and is entitled to the same as if she had been the grantee of the same.

In testimony whereof, I have hereunto set my hand and official seal of office in said County and State on this 19 day of October, 1905.

C. B. Rogers
Notary Public.
Hamilton Co., Tenn.
My commission expires Jan. 1907.

J. O. Smedley, Register
Hamilton Co., Tenn.

In consideration of one Dollar paid and exchange of property cash in hand, the receipt of which is hereby acknowledged, I, Frank Weaver Smith,Recorder do hereby sell, transfer and convey unto Juliaa Shover the following real estate in said said Hamilton County, Tennessee.

One East Highway six feet more or less (66 feet or -) of lots one (1) and two East High-
way six feet more or less (66 feet or -) of lots South forty (40) feet of lot two (2) of J.
B. Baker's Addition to Hill City as shown in plat Book 1 Page 3 in Register's Office Hamilton
County. A plot of ground fronting ninety (90) feet on the East side of North Main
Street on North East corner of Hamilton Street and running backward on North line of Charles
St. to east the eighth six feet more or less. An easement is reserved across said land for
sewers and other services along the North line of lot 1.

To have and to hold the same to the said Juliaa Shover and her heirs and assigns for
ever to her heirs. I covenant that I am lawfully seized and possessed of said real estate
have full power and lawful authority to sell and convey the same, that the title is clear,
free and unincumbered and I will forever warrant and defend the same against all lawful
claimants.

Given for 1905 to be paid by grantee (Shover)
Witness my hand this 19 day of January, 1906.
Frank Weaver Smith

Internal revenue stamp \$2.00 attached and exemplified.
State of Tennessee
County of Hamilton. In presence of W. C. Smedley a Notary Public duly appointed, com-
missioned and qualified in and for the County and State aforesaid, personally appeared
Frank Weaver Smith, widow's right within named her grantor, with whom I am personally acquaint-
ed, and who acknowledged that he executed the within instrument for the purposes therein
declared.

In testimony whereof, I have hereunto set my hand and official seal of office in said

Hamilton County and State on this 19 day of February, 1906.

F. J. Smedley
Notary Public.
Hamilton Co., Tenn.
My commission expires Jan. 1907.

In testimony whereof, I have hereunto set my hand and official seal of office in said
Hamilton County, Tennessee.

J. O. Smedley, Register
Hamilton Co., Tenn.

In consideration of one Dollar to me in hand paid, receipt of which is hereby acknowledged
and other consideration a mortgage given to Juliaa Shover above, of Hamilton
County of Hamilton, State of Tennessee hereby sell, transfer and convey unto Samuel W. Roddy
and to his successors in trust and assigns forever the following described real
estate in said said Hamilton County, Tennessee, viz:

One East Highway six (66) feet of lot one (1) and the East High-
way six feet of lot two (2) Baker's Addition to Hill City, as shown by plat map of
said lot in Book No. 1, Page 3 of the Register's Office of said Hamilton County, Tennes-
see. Said parts of lots make one lot fronting 180 feet on the East side of North Main
Street and extending back Eastwardly of uniform width.

To have and to hold the same to the said Samuel W. Roddy, Trustee and to his successors
and assigns forever I covenant that I am lawfully seized and possessed of said real estate
have full power and lawful authority to sell and convey the same, and that the title do
against all lawful claimants.

But this conveyance is made in trust for the following purpose and not otherwise:
I am hereby indebted unto Joseph Weinberger and Annie Weinberger in the sum of Twelve hun-
dred and no/100 Dollars (\$1200.00) for borrowed money evidenced by sixty certain promissory
notes of said date, payable to the order of Joseph Weinberger and Annie Weinberger at the
Hamilton National Bank of Chattanooga, Tennessee was recorded as follows:

All of said sixty notes are for the sum of Twenty and no/100 Dollars each and are pay-
able on the 29th day of February 1905, and one on the 29th day of March and every month
thereafter until all said sixty notes are fully paid.
Said notes bear interest from date until paid at the rate of six per cent per annum
payable on each note to said and said notes also provide and it is made a part of this con-
tract that in case it is necessary to resort to law to enforce said obligations or prevent
the security for said payment I will pay all costs of litigation, negotiable and a reasonable
attorney's fees, and the same shall be a lien on the premises hereto conveyed and enforced
by a sale of the property as hereinafter provided.

H Vol 120
p110

EASEMENT

This indenture made in the City of Chattanooga, State of Tennessee, on the 14th day of June, 1950, by and between JULIANA SCHOBER, residing in Hamilton County, Tennessee, herein called party of the first part, and the CHATTANOOGA GAS COMPANY, a corporation duly created, organized and existing under and by virtue of the laws of the State of Tennessee, and having its principal office at 811 Broad Street, in the City of Chattanooga, State of Tennessee, herein called the party of the second part;

WITNESSETH:

For and in consideration of the sum of One Hundred Thirty-two Dollars and Fourteen Cents (\$132.14), cash in hand paid, the receipt of which is hereby acknowledged, the party of the first part, her heirs and assigns hereby grant to the party of the second part, its successors and assigns, a right of way fifty (50) feet wide to lay pipe for the transportation of natural gas, oil or oil products, and to operate the same on, over and through her land in said County of Hamilton, State of Tennessee, said easement to be fifty (50) feet wide and run along the northwest side of the Juliana Schober property a distance of four hundred fifty-four and three tenths (454.3) feet, said pipe to go through the property of the party of the first part, and which right of way is more particularly described as follows:

Beginning at a point on the base line at the intersection of the property lines of Sye Simmons, Ralph Bell and Juliana Schober; being the southwest corner of the Juliana Schober property; thence in a northeasterly direction along the northwest property line of Juliana Schober, a distance of 454.3 feet; thence in a southeasterly direction along the northeast property line of Juliana Schober, a distance of 50 feet; thence in a southwesterly direction and parallel to the northwest property line of Juliana Schober, a distance of 454.3 feet; thence in a northwesterly direction along the southwest property line of Juliana Schober, a distance of 50 feet to the point of beginning.

The party of the second part shall have all the rights and privileges incident and necessary to the enjoyment of this grant and the removal of said pipe, maintenance of said line and to go upon the property for any such purposes.

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In further consideration of said grant, the party of the second part hereby agrees to bury the said pipe a sufficient depth, at least three feet, so as not to interfere with the normal cultivation of the soil, and to pay all damages to other property of grantor which may arise from the laying, maintaining or operating of said pipe line, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the party of the first part and one by the party of the second part, and the third by the two so appointed as aforesaid, and the award of such third person shall be final and conclusive.

The party of the first part warrants that she is the owner of the land upon which the above described pipe line is to run, the same being the property described by deed recorded in the Register's Office of Hamilton County, Tennessee on the _____ day of _____, 19____, in _____, _____, being dead from _____ to Juliana Schober.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on this _____ day of June, 1950.

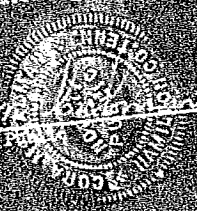
Juliana Schober
Party of the First Part

J. J. [Signature]
Party of the Second Part

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Juliana Schober, with whom I am personally acquainted and she upon being duly sworn acknowledged that she executed the above instrument for the purposes therein contained.
Witness my hand and official seal at Chattanooga, Tennessee, on this _____ day of June, 1950.

Juliana Schober
Notary Public



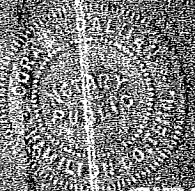
STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, a Notary Public of the state and county aforesaid, personally appeared S. V. O'Lenic, with whom I am personally acquainted and who upon oath acknowledged himself to be the President of the Chattanooga Gas Company, a corporation, and that as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at office in Chattanooga, Tennessee, this the 13 day of June, 1950.

Loore W. Belman
Notary Public

My commission expires: 8-9-52



STATE OF TENNESSEE)
HAMILTON COUNTY)
Book No. _____ Page _____
Date _____

The _____ instrument and Certificate were filed
JUN 15 1950 or _____ M. entered in
and recorded in Book _____ Volume _____
WITNESS my hand at office in Chattanooga, Tenn.

Register

Dept. Rec.

This instrument prepared by:
CHARLES B. RUCKER, JR.
Attorney at Law
400 Pioneer Building
Chattanooga, Tennessee 37402

TRANSFERRED NOV 4 1968
A. E. Triunbic, Assessor of Property

By J. Brames
Deputy

NO TAX DUE
DOROTHY P. BRAMMEN
County Register

D E E D

IN CONSIDERATION of the sum of Four Thousand One Hundred and No/100 Dollars (\$4,100.00), cash in hand paid, the receipt of which is hereby acknowledged, GEORGE J. SCHOBBER, EMILY S. WILDER, MARY FERGUSON AND OTTO J. SCHOBBER, sole heirs at law of JULIANA SCHOBBER, Deceased, do hereby sell, transfer and convey unto THE CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation, the following described real estate in the City of Chattanooga, Hamilton County, Tennessee, to-wit:

TRACT 1-A

PARCEL #1: The west Twelve Foot (12') wide strip of land running in a northward direction across existing Lots #1 and #2 of Cokers Subdivision, adjacent to the existing east right-of-way line of North Market Street, from the existing north right-of-way line of unopened Chambliss Street or the existing south lot line of said Lot #1, thence northward a distance of One Hundred Feet (100') more or less, to the existing north lot line of Lot #2, containing Twelve Hundred Square Feet (1,200 Sq. Ft.), more or less, as shown in Red on City Engineer's Plan and Profile drawing No. 1158, dated June 28, 1968, and on file in the Office of the City Engineer of Chattanooga, Tennessee.

PARCEL #2: Being an easement required for cut slope purposes adjacent to and along the east edge of the proposed right-of-way area described above, containing Seven Hundred Twenty Square Feet (720 Sq. Ft.), more or less, as shown in Green on the above-mentioned City Engineer's Drawing No. 1158, dated June 28, 1968, and on file in the Office of the City Engineer of Chattanooga, Tennessee.

The land upon which the aforementioned cut slope is to be constructed is to remain the property of the grantors and may be used by them or their successors in title for any lawful purposes whatsoever.

REFERENCE FOR PRIOR TITLE: Book 779, page 418 and Book 779, page 419 in the Register's Office of Hamilton County, Tennessee.

TO HAVE AND TO HOLD the same unto the said City of Chattanooga, its successors and assigns, forever in fee simple. We covenant that we are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same, that the title thereto is clear, free, and unencumbered, and we will forever warrant and defend the same against all lawful claims.

WITNESS our hands this 1st day of Nov., 1968.

George J. Schober
GEORGE J. SCHOBER

Emily S. Wilder
EMILY S. WILDER

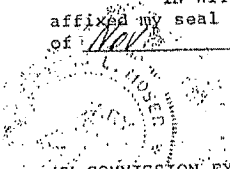
Mary Ferguson
MARY FERGUSON

Otto J. Schober
OTTO J. SCHOBER

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared GEORGE J. SCHOBER, EMILY S. WILDER, MARY FERGUSON and OTTO J. SCHOBER, with whom I am personally acquainted, and who, upon oath, acknowledged that they are the sole heirs at law of JULIANA SCHOBER, Deceased, and that they executed the foregoing instrument for the purposes therein contained as their free acts and deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County, on this the 1st day of Nov., 1968.



Thomas P. Grammer
NOTARY PUBLIC

MY COMMISSION EXPIRES:

JAN 4, 1969

STATE OF TENNESSEE, HAMILTON COUNTY:
The above Instrument and Certificate were filed Nov 4, 1968 at 4:10 P.M.
entered in Note Book No. 60 Page 489 and recorded in Record Book 1793 Page 356.
WITNESS my hand at office in Chattanooga, Tennessee.
Rodolphy P. Grammer Register