

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:

\_\_\_\_\_  
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: 20152486

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:

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

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

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Being a part of Section Sixteen (16), Township Five (5), Range Three (3), West of the Basis line in the Ocoee District, and being a part of Lot Two (2), of the William Hughes Estate, as shown by instrument recorded in Book L, Volume 2, Page 602, in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows: BEGINNING at a point in the Section line dividing Sections Sixteen (16) and Seventeen (17), where the same is intersected with the Southern line of Lot Two (2) of William Hughes property, as heretofore mentioned; thence South Sixty-seven (67) degrees Forty (40) minutes East, Three Hundred Forty-four and 6/10 (344.6) feet to a point; thence North Nineteen (19) degrees East, Ninety and 6/10 (90.6) feet to a point; thence South Seventy-five (75) degrees Fifteen (15) minutes East, Seventy-six and 4/10 (76.4) feet to a point; thence South Fifty (50) degrees Forty (40) minutes East, Eighty-four and 5/10 (84.5) feet to a point; thence South Eighteen (18) degrees Fifty (50) minutes West, Eighty-three and 6/10 (83.6) feet to a point in the Southern line of Lot Two (2), Hughes Estates; thence South Sixty-seven (67) degrees Forty (40) minutes East, along the North line of a lane, Two Hundred Six and 7/10 (206.7) feet to a point in the Western line of Hickory Valley Road; thence North Thirty-three (33) degrees Ten minutes East Three Hundred Twenty-seven (327) feet to the Southeast corner of the property conveyed to East Tennessee Natural Gas Company, by deed recorded in Book 1500, Page 23, said Register's Office; thence North Sixty-three (63) degrees Forty-five (45) minutes West, along said tract, One Hundred Sixty-eight (168) feet to the Southwest corner thereof; thence North Thirty-two (32) degrees Forty-five (45) minutes East, along said tract, Thirty-eight (38) feet to the Northwest corner thereof, said point being in the North line of the Lonnie Hershel Lynn property as established by line agreement recorded in Book 1438, Page 521, said Register's Office; thence North Sixty-seven (67) degrees Thirty (30) minutes West along said line, Eighty-five and 8/10 (85.8) feet to a point; thence South Thirty-three (33) degrees Ten (10) minutes West, One Hundred Twenty-two and 5/10 (122.5) feet to a point; thence in a Southwestern direction, Five Hundred Twenty-five and 5/10 (525.5) feet to a point marked by a stone, said point being located One Hundred Twenty-eight (128) feet Northwardly of the Southwestern corner of the herein described property, said stone also being located on the Section line between Sections Sixteen (16) and Seventeen (17); thence South Twenty-three (23) degrees Fifteen (15) minutes West, along said Section line, One Hundred Twenty-eight (128) feet to the point of beginning.

No boundary survey of the within land was made at the time of this conveyance, and the description of the within land is not different from previous deed(s).

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,

## SCHEDULE A

Order Number: 20152486

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 3333, Page 539, and in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

## SCHEDULE B

### PART I & II

Order Number: 20152486

#### I. Requirements:

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

1. NO OUTSTANDING DEEDS OF TRUST/SECURITY DEEDS FOUND OF RECORD, PLEASE VERIFY.
2. Proper Deed of Warranty from SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, and SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004, to \_\_\_\_\_, must be placed of record in the Register's Office of Hamilton County, Tennessee, and any liens retained therein released.
3. Proper Affidavit as to Mechanics' and Furnishers' liens must be furnished this Office. PLEASE NOTE: In the event that any improvements on the herein described property are of new construction (having been completed within the last year), it will be necessary to comply with the "Notice of Completion Law" as provided for in Chapter 189, 2007 State Public Acts.
4. Proper payment of property taxes as set forth on Schedule B.
5. Proper release, receipt, waiver or other proof of satisfaction evidencing that the Estate of FRANCES C. CANNON, deceased, is not subject to a claim of lien under TennCare by any agency of the State of Tennessee. (IN FILE)
6. Proper Inheritance Tax Waiver must be provided this office. (IN FILE)

#### II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
  - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
  - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
  - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
  - (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed

## SCHEDULE B

### PART I & II

Order Number: 20152486

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 \$432.77, BILL #123261.  
2016 County Taxes are a LIEN, not yet due and payable.  
Map and Parcel Number: 120D-C-028, Assessment: \$15,325.00.
4. The rights or claims of parties in possession under any outstanding, oral or written, lease or rental agreements.
5. Any state of facts an accurate survey would disclose.
6. Any governmental zoning and subdivision ordinances in effect thereon.
7. Transmission Line Easement as set out in instrument recorded in Book G, Volume 29, Page 302, in the Register's Office of Hamilton County, Tennessee.
8. East Tennessee Natural Gas Company Easement as set out in instrument recorded in Book 1023, Page 502, in the Register's Office of Hamilton County, Tennessee.
9. Any cemeteries or cemetery rights.
10. No insurance is afforded as to the acreage or square footage contained in the insured property.

**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.



## 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, Tennessee

## Unofficial Property Card

<b>Location</b> 8803 N HICKORY VALLEY RD <b>Property Type</b> 22	<b>Property Account Number</b> 46810 <b>Land Use</b> 111	<b>Parcel ID</b> 120D C 028 <b>District</b> COUNTY
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**Current Property Mailing Address**

Owner SUNTRUST BANK TR  Address P O BOX 1638 M0325	City CHATTANOOGA State TN Zip 37401
--	---

**Current Property Sales Information**

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

**Current Property Assessment**

Building Value \$37,700  
 Xtra Features Value \$1,500  
 Land Value \$22,100  
 Total Value \$61,300  
 Assessed Value \$15,325

**Narrative Description**

This property is classified as RESIDENTIAL with a(n) STANDARD style structure on this card, built about 1949 with 958 square feet.

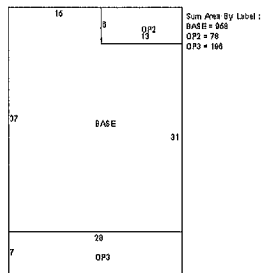
**Land Description**

The total land area of this property is (327.8X200IRR).

**Legal Description**

SW 1/4 SEC 16 TWP 5 R3 3162 02 004-

**Property Images**



[Click To Enlarge](#)



# Hamilton County, Tennessee

## Unofficial Property Card

<b>Location</b> 8803 N HICKORY VALLEY RD	<b>Property Account Number</b> 46810	<b>Parcel ID</b> 120D C 028
<b>Property Type</b> 22	<b>Land Use</b> 111	<b>District</b> COUNTY

**Current Property Mailing Address**

Owner SUNTRUST BANK TR	City CHATTANOOGA
Address P O BOX 1638 M0325	State TN Zip 37401

**Current Property Sales Information**

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

**Current Property Assessment**

**Building Value** \$37,700  
**Xtra Features Value** \$1,500  
**Land Value** \$22,100  
**Total Value** \$61,300  
**Assessed Value** \$15,325

**Narrative Description**

This property is classified as RESIDENTIAL with a(n) STANDARD style structure on this card, built about 1949 with 958 square feet.

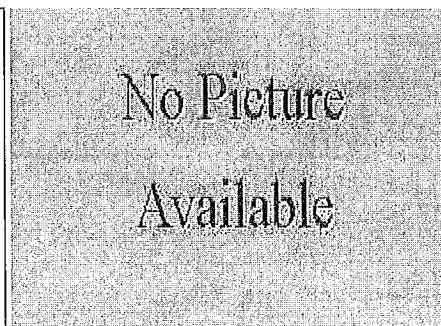
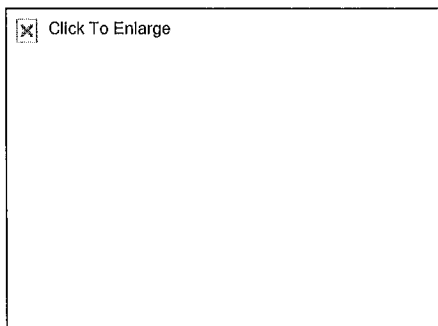
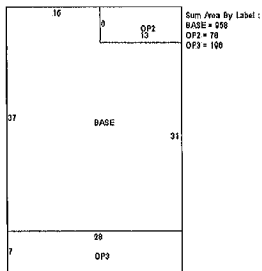
**Land Description**

The total land area of this property is (327.8X200IRR).

**Legal Description**

SW 1/4 SEC 16 TWP 5 R3 3162 02 004-

**Property Images**

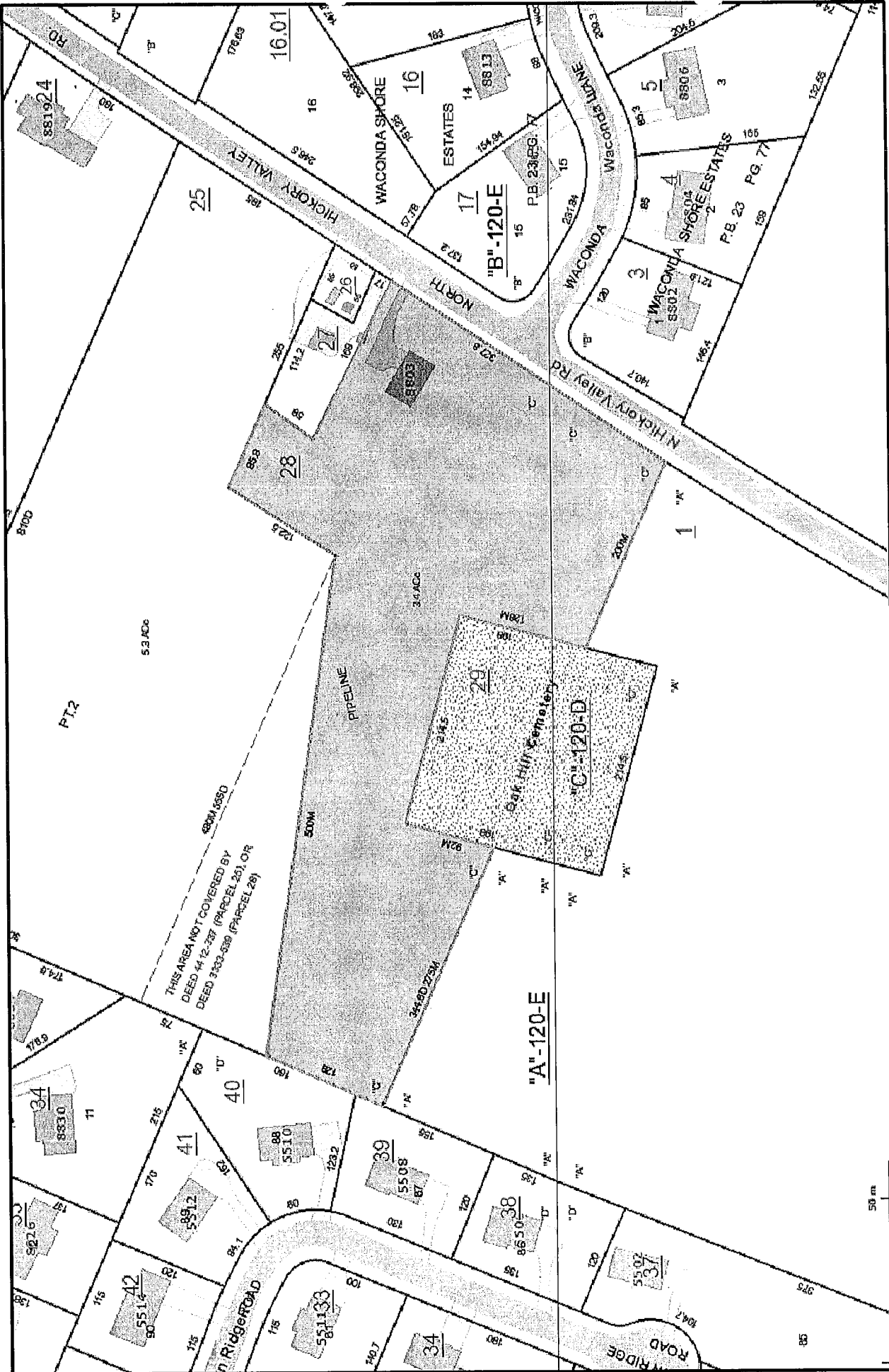


Property

Location 8803 N HICKORY VALLEY RD	Account Number 46810	Parcel ID 120D C 028
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
11/26/2008	\$0	8809-0932	SUNTRUST BANK TR	
11/29/2006	\$0	8168-0515	CANNON FRANCES C	
11/24/2006	\$0	8168-0528	CANNON FRANCES C	
3/26/1987	\$40,400	3333-0539	ELLIS JAMES VERNON JR &	
12/8/1986	\$0	3333-0534	CANNON FRANCES C	
8/9/1985	\$18,490	3124-0743		
11/1/1973	\$0	2154-0573		
1/1/1948	\$0	0981-0665		



Printed: Oct 15, 2015

# The Map Title

The Subtitle

HIGGIS



1207C 02B



**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>	120D C 028	<b>Flags</b>	None
<b>District</b>	County South (2)		
<b>Property Address</b>	8803 N HICKORY VALLEY RD		

<b>Bill Type</b>	Real Property	<b>Bill Year</b>	2015
<b>Status</b>	Active	<b>Bill #</b>	123261
<b>Mailing Address</b>	SUNTRUST BANK TR P O BOX 1638 M0325 CHATTANOOGA TN, 37401	<b>Assessment</b>	\$15,325.00
<b>Legal Desc</b>	1. SW 1/4 SEC 16 TWP 5 R3 3162 02 004- 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	\$423.77
9/23/2015	Tax Billing	County Stw Amt	\$9.00

**Total Due** \$432.77

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

EW  
AFTER RECORDING MAIL TO:  
Scarborough Fulton  
Glass  
SunTrust Banks, Inc.  
Mail Code TN-Chatt-0325  
704 Market Street, 9<sup>th</sup> Floor  
Chattanooga, TN 37402

Instrument: 2008120300052  
Book and Page: 61 8809 932  
DEED RECORDING FEE \$60.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$62.00  
User: HCDCXKLYnn  
Date: 12/3/2008  
Time: 9:16:15 AM  
Contact: Pam Hurst, Register  
Hamilton County, Tennessee

SEND TAX NOTICES TO:

SunTrust Bank  
POB 1638  
Chattanooga, TN 37401

MAP/PARCEL NUMBERS:

- Parcel 1: 119M-C-011
- Parcel 2: 120D-C-028
- Parcel 3: 120E-A-002
- Parcel 4: 120E-A-004
- Parcel 5: 120E-A-006.01
- Parcel 6: 120E-A-007
- Parcel 7: 120E-A-009
- Parcel 8: 120E-A-010
- Parcel 9: 120N-D-015
- Parcel 10: 120O-H-029  
120O-H-030  
120O-H-030.01
- Parcel 11: 121A-E-032.01
- Parcel 12: 121B-A-008  
121B-A-008.02
- Parcel 13: 121B-A-010
- Parcel 14: 147N-F-009

SPECIAL WARRANTY DEED

OKSOS

For acknowledged adequate consideration, SunTrust Bank, successor trustee of the Tennessee Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004, herein referred to as "Grantor," does hereby transfer and convey unto SunTrust Bank as Trustee Under Will of Frances C. Cannon Irrevocable Family Trust Dated August 4, 2004, herein referred to as "Grantee," an interest equal to twenty-nine and seventy-four hundredths percent (29.74%) in each of the following parcels of real property:

This instrument was prepared by J. R. Scarborough, Attorney at Law, 701 Market Street, Suite 1000, Chattanooga, TN 37402. This notice is pursuant to *Tennessee Code Annotated* §66-24-115 and does not constitute a warranty of title, covenants, descriptions or any other information contained herein.

Parcel 1 (3516 Rhoda Lane):

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Eleven (11), Block A, Murray Hills Subdivision, as shown by plat of record in Plat Book 17, Page 69, in the Register's Office of Hamilton County, Tennessee.

Subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above-described property.

Subject to any state of acts which an accurate survey of said property would show.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 2 (8803 N. Hickory Valley Road):

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Being a part of Section Sixteen (16), Township Five (5), Range Three (3), West of the Basis line in the Ocoee District, and being a part of Lot Two (2) of the William Hughes Estate, as shown by instrument recorded in Book L, Volume 2, Page 602, in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows: Beginning at a point in the Section line dividing Sections Sixteen (16) and Seventeen (17), where the same is intersected with the Southern line of Lot Two (2) of William Hughes property, as heretofore mentioned; thence South sixty-seven (67) degrees, forty (40) minutes East, three hundred forty-four and 6/10 (344.6) feet to a point; thence North nineteen (19) degrees East, ninety and 6/10 (90.6) feet to a point; thence South seventy-five (75) degrees, fifteen (15) minutes East, seventy-six and 4/10 (76.4) feet to a point; thence South fifty (50) degrees, forty (40) minutes East, eighty-four and 5/10 (84.5) feet to a point; thence South eighteen (18) degrees, fifty (50) minutes West, eighty-three and 6/10 (83.6) feet to a point in the Southern line of Lot Two (2), Hughes Estates; thence South sixty-seven (67) degrees, forty (40) minutes East, along the North line of a lane, two hundred six and 7/10 (206.7) feet to a point in the Western line of Hickory Valley Road; thence North thirty-three (33) degrees, ten (10) minutes East, three hundred twenty-seven (327) feet to the Southeast corner of the property conveyed to East Tennessee Natural Gas Company by deed recorded in Book 1500, Page 23, said Register's Office; thence North sixty-three (63) degrees, forty-five (45) minutes West, along said tract, one hundred sixty-eight (168) feet to the Southwest corner thereof; thence North thirty-two (32) degrees, forty-five (45) minutes East, along said tract, thirty-eight (38) feet to the Northwest corner thereof, said point being in the North line of the Lonnie Hershel Lynn property as established by line agreement recorded in Book 1438, Page



521, said Register's Office; thence North sixty-seven (67) degrees, thirty (30) minutes West, along said line, eighty-five and 8/10 (85.8) feet to a point; thence South thirty-three (33) degrees, ten (10) minutes West, one hundred twenty-two and 5/10 (122.5) feet to a point; thence in a Southwestern direction five hundred twenty-five and 5/10 (525.5) feet to a point marked by a stone, said point being located one hundred twenty-eight (128) feet Northwardly of the Southwestern corner of the herein described property, said stone also being located on the Section line between Sections Sixteen (16) and Seventeen (17); thence South twenty-three (23) degrees, fifteen (15) minutes West, along said Section line, one hundred twenty-eight (128) feet to the point of beginning.

Subject to T.V.A. Transmission Line Easement as shown on said recorded plat.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 3 (8619 N. Hickory Valley Road):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Being a part of the Rex A. Richey Farm in the Southwest Quarter of Section Sixteen (16), Township Five (5), Range Three (3), and being described as follows: Beginning on the Western line of Hickory Valley Road at the Northeastern corner of Lot One (1), Subdivision of part of the Rex Richey Tract, as shown by plat of record in Plat Book 14, Page 82, in the Register's Office of Hamilton County, Tennessee; thence North sixty-five (65) degrees West along the Northern line of said Lot One (1) five hundred thirty-one and 45/100 (531.45) feet to the Western line of said Southwest Quarter; thence North twenty-six (26) degrees, fifty-nine (59) minutes East, along said line, two hundred (200) feet; thence South sixty-four (64) degrees, fifty-six (56) minutes East, five hundred forty-three and 83/100 (543.83) feet, more or less, to the Western line of the said Hickory Valley Road; thence Southwardly along said road two hundred (200) feet to the point of beginning.

Subject to TVA Transmission Line Easement as set out in instrument recorded in Book P, Volume 29, Page 392, and in Certified Decree recorded in Book B, Volume 29, Page 332, in the Register's Office of Hamilton County, Tennessee.

Subject to governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 4 (8607 N. Hickory Valley Road):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Being Lot No. Two (2), and a part of Lot No. Three (3), Subdivision of a part of the Rex Richey Tract in Section Sixteen (16), Township Five (5), Range Three (3), West of the Basis Line, Ocoee District, as shown by plat of record in Plat Book 14, Page 82, in the Register's Office of Hamilton County, Tennessee, being described as follows: Beginning at a point in the Western line of Hickory Valley Road at the Northeast corner of Lot No. Two (2) of said subdivision; thence Westwardly along the dividing line of Lots No. One (1) and Two (2) five hundred forty-one and 1/10 (541.1) feet to the Northwest corner of said Lot No. Two (2); thence Southwardly three hundred fifty (350) feet to the Southwest corner of Lot No. Three (3) of said subdivision; thence Eastwardly along the dividing line of Lots No. Three (3) and Four (4) three hundred thirty-two and 8/10 (332.8) feet, more or less, to the Southwest corner of the property conveyed to Mary Trotter by deed recorded in Book 830, Page 696, in the said Register's Office; thence Northwardly along said tract seventy-five (75) feet, more or less, to the Northern line of said tract two hundred fifty (250) feet to the Western line of Old Hickory Valley Road; thence Northwardly along the Western line of said road and continuing along the Western line of said present Hickory Valley Road two hundred seventy-eight and 2/10 (278.2) feet, more or less, to the point of beginning.

Except therefrom that part of said property conveyed to the State of Tennessee for the widening of Hickory Valley Road, as set out in deed recorded in Book 2183, Page 881, in the Register's Office of Hamilton County, Tennessee.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 5 (5329 Highway 58):

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Being a part of Section 16, Township 5, Range 3, West of the Basis Line, Ocoee District, and being a part of Lot 4, Rex Richey Tract, as shown by plat of record in Plat Book 14, Page 82, in the Register's Office of Hamilton County, Tennessee, and more particularly described as follows: Beginning at a point in the Northwest line of Tennessee State Highway No. 58 and in the South line of said Lot 4; thence North 66 degrees 9 minutes West along said South line

of Lot 4, 490.93 feet; thence North 24 degrees 57 minutes East along the West line of Lot 4, 175 feet; thence South 69 degrees 03 minutes East 402.48 feet; thence South 16 degrees 06 minutes East 202.55 feet to the Northwest line of Tennessee State Highway No. 58; thence South 71 degrees 50 minutes West along said Highway 59.85 feet to the point of beginning

For prior title, see that Quitclaim Deed recorded in Book 8240, Page 936, in the Register's Office of Hamilton County, Tennessee.

Parcel 6 (5327 Highway 58):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Beginning at a point, said point being a common corner of Sections 16, 17, 20 and 21; thence from the point of beginning South 66 degrees, 09 minutes East, 493.34 feet to a point on the northern right of way line of State Highway 58; thence with the northern line of State Highway 58 South 73 degrees, 06 minutes West, 325.7 feet to a point; thence North 50 degrees, 59 minutes West, 42.8 feet to a point; thence North 64 degrees, 29 minutes East, 100 feet to a point; thence North 50 degrees, 59 minutes West, 100 feet to a point; thence South 64 degrees, 29 minutes West, 100 feet to a point; thence North 50 degrees, 59 minutes West, 115.82 feet to a point; thence North 25 degrees, 03 minutes East, 145 feet to the point of beginning. The above-described tract of land contains 1.411 acres and is shown on Niles Surveying Co., Inc. drawing VF13-Price-1, dated July 7, 1983.

Subject to easement or right of way for purposes of ingress and egress from Highway 58 to the Fred Waters and wife, Maggie Waters, property, as set out in Deed recorded in Book 1789, Page 100, said Register's Office.

Subject to Transmission Line Easement recorded in Book 850, Page 241, said Register's Office.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 7 (5321 Highway 58):

IN HAMILTON COUNTY, TENNESSEE:

Tract One (1):

Being a sixty (60) foot strip out of the property conveyed to W. A. Weather and wife on October 24, 1913, and being along the Northeastern line of the property conveyed by W. A. Weather and wife to James N. Gross on June 22, 1926, said sixty (60) foot strip being described as follows: Beginning on the Northwestern line of the

Turkeyfoot Pike at the Northeastern or most Eastern corner of the said James N. Gross tract; thence Northwardly or Northwestwardly along the said Gross line two hundred ninety-seven (297) feet, more or less, to the Southeastern corner of the property conveyed to Charlie Johnson on March 11, 1897 (being the Section Line); thence about North twenty-three (23) degrees East, along the Johnson line to a point sixty (60) feet Northeastwardly or Eastwardly of the first line herein if measured at right angles; thence Southwardly or Southeastwardly parallel to angles; and sixty (60) feet from said first line three hundred (300) feet, more or less, to the point of beginning. Except that part conveyed to Hamilton County for Highway No. Fifty-eight (58), (being the Southeastern one hundred thirty (130) feet, more or less).

Tract Two (2):

Beginning at a point on the Northwestern line of Highway No. Fifty-eight (58) at the Northeastern corner of the tract conveyed to Cora Davis and husband, Sim Davis, by deed recorded in Book 1131, Page 284, in the Register's Office of Hamilton County, Tennessee; thence Westwardly along Northern line of Davis tract two hundred fifty (250) feet, more or less, to the East line of the Johnson heirs property; thence Northwardly along the Johnson heirs line to a point thirty-one (31) feet Northeastwardly of the first line herein, if measured at right angles; thence Southeastwardly parallel to and thirty-one (31) feet from said first line two hundred fifty (250) feet, more or less, to a point in the Northwestern line of Highway No. Fifty-eight (58); thence Southwestwardly along said line thirty-one (31) feet, more or less, to the point of beginning.

Subject to governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 8 (Highway 58):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Being a part of the Northeast Quarter of Section Thirty (30), Township Five (5), Range Three (3), West of the Basis Line, Ocoee District, and bounded as follows: Beginning on a stake in the northeast corner of said Quarter Section; thence running south 247.5 feet to a stake; thence North 67 degrees, 08 minutes West, along the northern boundary of property conveyed to Wall by deed recorded in Book 2427, Page 425, in the Register's Office of Hamilton County, Tennessee, 397.56 feet, more or less, to a stone corner in a fence line; thence North 22 degrees, 33 minutes East, along said fence line, which is the boundary of property conveyed by deed recorded in Book 2057, Page 676, said Register's Office, 258.36 feet to a stone corner; thence

South 65 degrees, 32 minutes East, 408.57 feet, more or less, to the point of beginning.

Subject to Transmission Line Easement recorded in Book 850, Page 241, said Register's Office.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 9 (Highway 58):

All that tract or parcel of land lying and being in the Southeast Quarter of Section 20, Township 5, Range 3, West of the Basis Line in the Ocoee District, and being more particularly described as follows: Beginning at a point in the southeastern line of Highway 58, which point is 312 feet northeastwardly of the northwestern corner of the property conveyed to The Title Guaranty and Trust Company of Chattanooga, Trustee, by deed recorded in Book 1278, Page 32, in the Register's Office, Hamilton County, Tennessee; thence northeastwardly along the southeastern line of Highway 58 50 feet to a point; thence at right angles southeastwardly 145.7 feet to a point in the center line of a 150 foot USA (TVA) transmission line right-of-way easement; thence southwestwardly along the center line of said right-of-way easement 50 feet to a point; thence northwestwardly 143 feet to the point of beginning.

Subject to right-of-way for the Volunteer Ordinance Works pipe line as set out in Book 1409, Page 391, said Register's Office.

Subject to right-of-way for 150 foot USA (TVA) Transmission Line Easement, the center line of which runs along the rear lot line.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 10 (Webb Road):

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Tract One (1) (4102 Webb Road):

Lot 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, 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 in 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 in 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 in plat recorded in Plat Book 25, Page 99, and part of the contiguous Luetgens Property as conveyed by deed recorded in Book 2623, Page 109, said Register's Office.

Tract Two (2) (4128 and 4130 Webb Road):

Lots 2 and 3, Resubdivision of Lot 2, Cannon's Addition to Harbor Place, as shown by plat recorded in Plat Book 36, Page 202, in the Register's Office of Hamilton County, Tennessee, being more particularly described as: 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, 4 minutes West, 88.2 feet to a point; thence North 86 degrees, 47 minutes West, 7.77 feet to the east line of Tract 1; thence North 5 degrees, 1 minute West, 141.18 feet to the point of beginning.

Subject to applicable conditions and easements in subdivision regulations as set out in Book 2116, Page 186, 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, 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 lines as set out on legend of plat. (Tract 1 only)

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

Subject to Right of Way easement recorded in Book 763, Page 483, said Register's Office. (Tract 2)

Subject to Utility easement as shown on plat in Plat Book 36, Page 176, said Register's Office.

Subject to governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 11 (5423 Highway 58):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Beginning at a concrete monument stamped "CR-331-3" which is 2,450 feet, more or less, north of the south line and 2,200 feet, more or less, west of the east line of Section 16, Township 5 North, Range 3 West, and at a corner of a tract of land owned by the United States of America at Volunteer Army Ammunition Plant; thence South 67 degrees, 1 minute East, along the boundary of said United States tract 312.1 feet, more or less, to a point which is on the north right of way line of Tennessee State Highway No. 58 and at a corner of said United States tract; thence South 73 degrees, 43 minutes West, along the north right of way line of said highway which is along the boundary of said United States tract 301.3 feet, more or less, to a point on a line that bears South 0 degrees, 32 minutes West, of the point of beginning; thence North 0 degrees, 32 minutes East, 206.3 feet, more or less, to the point of beginning, containing 0.68 of an acre, more or less, and being part of Tract "E-6" of the Volunteer Army Ammunition Plant.

Subject to all existing easements and rights of way for streets, roads, highways, railroads, pipelines and public utilities.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 12 (5607 Highway 58 and 5606 Clark Road):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Lots One (1) and Three (3), Resubdivision of Lot One (1), Jewell Subdivision, as shown by plat recorded in Plat Book 36, Page 253, in the Register's Office of Hamilton County, Tennessee.

Subject to Twenty (20) foot Utility Easement as shown or specified by recorded plat.

Subject to Mineral and or Mining rights as set out in instrument recorded in Book Z, Volume 1, Page 103, in said Register's Office

Subject to Assignment of Lease as set out in instrument recorded in Book 2966, Page 308, in said Register's Office.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 13 (5614 Clark Road):

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

Lots 1, Fletcher Bacon Subdivision, as shown by plat recorded in Plat Book 18, Page 47, in the Register's Office of Hamilton County, Tennessee.

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

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

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

Parcel 14 (1105 Anita Drive):

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Three (3), Woodmore Manor, as shown by plat recorded in Plat Book 22, Page 57, in the Register's Office of Hamilton County, Tennessee. According to said plat, said lot fronts 91.5 feet on the west line of Anita Drive and extends back westwardly between parallel lines 125 feet to the west line of said lot.

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

Subject to covered ditch as shown on survey of G. B. Pierce dated February 24, 1960.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

Subject to Restrictions recorded in Book 1495, Page 485, in the Register's Office of Hamilton County, Tennessee.



Subject to Building set-back line shown on said plat.

For prior title, see that Warranty Deed recorded in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

No new surveys were made for purposes of this deed. The property descriptions are taken from the deed of prior title described above.

Grantee is authorized to sell, transfer, exchange, convey, rent, mortgage or otherwise encumber the real property, and execute any document necessary to complete any such transaction, without joinder by, or disclosure of, the beneficiaries of the trust, and without liability on the part of third parties dealing with Grantee to look to the proper disposition of the proceeds arising from any such transaction.

Grantee is to have and to hold the real property forever in fee simple. Grantor covenants that it has not made any conveyance or encumbrance of the property since it acquired the title thereto as trustee. To the extent of its lawful authority, it does transfer, assign and set over warranties contained in the deeds of prior title described above. It does not in any way warrant title to this real property, except as against all parties claiming under, by or through it as trustee, and it is relieved and discharged of any further duties and obligations as to its interest in the property.

November 26, 2008.

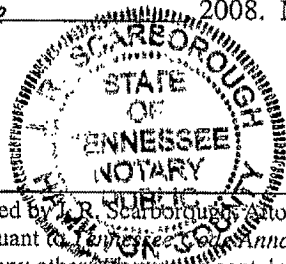
SUNTRUST BANK

By Teresa L. Whitton  
(Teresa L. Whitton)

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a notary public duly appointed, commissioned and qualified in and for this State and County, personally appeared Teresa L. Whitton, with whom I am personally acquainted, or who upon satisfactory evidence showed himself/herself to be such person, and who, upon oath, acknowledged to be a VP, PH I of SunTrust Bank, with authority to act on its behalf, and who further acknowledged execution of the foregoing instrument for the purposes contained therein.

In witness whereof, I have signed my name and affixed my seal at my office in this County on November 26, 2008. My commission expires 1-7-09.



[Signature]  
Notary Public

This instrument was prepared by [Signature], Attorney at Law, 701 Market Street, Suite 1000, Chattanooga, TN 37402. This notice is pursuant to Tennessee Code Annotated §66-24-115 and does not constitute a warranty of title, covenants, descriptions or any other information contained herein.

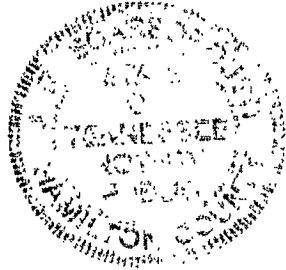
OATH OF ACTUAL CONSIDERATION OR VALUE

STATE OF TENNESSEE  
COUNTY OF HAMILTON

The undersigned, offering this instrument for recording pursuant to *Tennessee Code Annotated* §67-4-409(a)(3)(D), hereby swears that this transfer of real property implements a testamentary devise. Therefore, no recordation tax is due.

*See Trust Bank, TUV of  
Frances C. Cannon Irrev Fam Tr.  
Dated Aug 4, 2004 By:  
AGENT/GRANTEE *Jessie Williams, VA*  
PHI*

Sworn to and subscribed before me on November 26, 2008. My commission expires  
1-7-09.



*[Signature]*  
Notary Public

This instrument was prepared by J. R. Scarborough, Attorney at Law, 701 Market Street, Suite 1000, Chattanooga, TN 37402. This notice is pursuant to *Tennessee Code Annotated* §66-24-115 and does not constitute a warranty of title, covenants, descriptions or any other information contained herein.



property conveyed by S. D. Miller and wife, Louisa Miller, to Thomas Alford by deed dated November 30, 1900, and registered February 27, 1912, in Book E, Vol. 11, page 49 of the Register's office of Hamilton County, Tennessee.

The easement or right of way hereby granted covers a strip of land 150 feet in width across the above described lands, and is more particularly located and described as follows: TRACT NO. CWB 26.

A strip of land for a right of way 150 feet wide, lying 75 feet on each side of the center line of the Chickamauga-Watts Bar transmission line location, as shown on a map filed in the Register's office of Hamilton County, Tennessee, through the land of the Thomas Alford Heirs, the center line of the location through the land of the Thomas Alford Heirs being more particularly described as follows:

Beginning at a point where the center line crosses the South line of the Thomas Alford Heir's land at survey station 245/32 on the center line of the transmission line location, said point being S. 57° 53' E. 138 feet from a corner of the lands of the Thomas Alford Heirs, and R. H. Meloy; thence N. 55° 23' E. 688 feet to a point where the center line crosses the North line of the Thomas Alford Heirs' land at survey station 252/40, said point being N. 55° 59' W. 504 feet from a corner of the lands of the Thomas Alford Heirs, and the John H. Porter heirs.

The above described strip of land is a continuous right of way 150 feet wide through the said property between the above named South and North property lines and has a net length of 688 feet along the center line.

TO HAVE AND TO HOLD the said easement or right of way to the United States of America its successors and assigns forever.

We avouchant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whatsoever.

As part of the consideration of this grant, we hereby release any claim for damages from whatsoever cause, incidental to the exercise of the rights herein granted, except for damages to growing crops which we understand will be paid by the Tennessee Valley Authority.

IN WITNESS of all of which we have hereunto subscribed our names on this the 17 day of November, 1936.

Jessie Scruggs,  
Jessie Scruggs, Owner  
Mary Thomas  
Mary Thomas, Owner

Della Moxley  
Della Moxley, Owner  
Eliza Alford  
Eliza Alford, Owner  
Alta Lawson  
Alta Lawson, Owner  
Nellie B. Million  
Nellie B. Million, Owner  
TENNESSEE VALLEY AUTHORITY  
BY \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMILTON On this 17 day of November, 1936, before me personally appeared Della Moxley, Eliza Alford, Alta Lawson, Nellie B. Million, & Jessie Scruggs, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free and <sup>act</sup> deed.

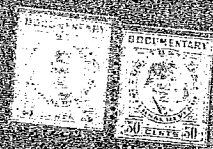
Witness my hand, at office, this 17 day of November, 1936.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
N. E. Wooten, Notary Public  
Hamilton Co., Tenn. X  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX X  
Notary Public



8-177 H-475

502



RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE

COUNTY OF Hamilton

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Loamie Marshal Lynn and wife, Margaret Helen Lynn,

(hereinafter sometimes called GRANTOR, whether one or more), for and in consideration of the sum of One hundred and thirty five and 00/100 (\$135.00) Dollars

of legal and good value, which is hereby acknowledged, does hereby grant, bargain, sell and convey unto EAST TENNESSEE NATURAL GAS COMPANY, a Tennessee Corporation, its successors and assigns, a perpetual right of way and easement fifty feet in width upon the property hereinafter described for the purpose of laying, constructing, maintaining, repairing, replacing, inspecting, patrolling, servicing and repairing and removing pipe lines (not exceeding two in number) together with fittings, fixtures and appliances for the transportation of oil, gas, petroleum and other flammable liquids, or substances which can be transported through a pipe line, and of erecting, maintaining and repairing a line of poles and appurtenances therein for the operation thereof of telephone and/or telegraph lines, the Grantor to keep the road in which the road under, upon, over and through the lands of Grantor situated in the County of Hamilton, State of Tennessee, described as follows:

Being a tract in the Southwest corner of Lot 2, William Hughes Heirs Estate, as shown by plat of record in Book 1, Vol 2, page 502 of the register's Office of Hamilton County, Tennessee, described as follows: Beginning on the Southwestern corner of said Lot 2, being the northeastern corner of the Bar A. Mchey tract, and being in the line dividing sections 15 and 17, Township 5, Range 3, West of the basic line in the Ocoee District, thence easterly along the Richley tract passing through a graveyard and continuing along the Richley line in all 106-2/3 poles to the southwestern corner of the property conveyed Ben C. Barksdale and wife on January 12, 1939; thence northwardly along the western line of said property 30 poles to another corner in the Barksdale line, thence westwardly along said line crossing the Old Harrison Oak Hill Road, the line, now Richley Valley Road, to the northeastern corner of the property conveyed to J. C. Scruggs and wife, Ima A. Scruggs on July 30, 1907, in the western line of said property; thence along the southern line of the said Scruggs property westwardly 255 feet southwardly 122 1/2 feet; thence westwardly 555 feet to the eastern line of the property conveyed being the line dividing section 16 and 17; thence southwardly along said section line 128 feet, more or less, to the point of beginning. Except that part within the graveyard as set out in Book H, Vol 2, page 475 of the said Register's office.

The Grantor, its successors and assigns, do hereby expressly give and granted the right to assure this right of way and easement, or any part thereof, to ingress therein, and the same shall be divisible among two or more owners, as to any right or rights granted hereunder, so that each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed either in common or severally.

The Grantor shall have all other rights and benefits necessary or convenient for the full enjoyment of use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from the tract of way and easement.

It is law and to hold the said right of way and easement, unto said Grantor, its successors and assigns, until such time as it is extinguished and so long thereafter as a pipe line and/or a telephone line or a telegraph line is maintained hereon. And the undersigned covenant that we are lawfully seized and possessed of said real estate above described; that we have a good and lawful right to sell and convey the rights and privileges herein set forth and we bind ourselves, our heirs and assigns and administrators, executors and assigns to warrant and forever defend all and singular the said premises herein conveyed against the lawful claims of all persons whomsoever and unto the Grantor, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantor, its successors, heirs or assigns, reserves the right to fully use and enjoy the said premises except as herein may be necessary for the purposes herein granted; provided, however, that the Grantor shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions, whether on said right of way and easement or not, that may injure, embarrass or interfere with the use of said pipe line or pipe lines or telephone lines or telegraph lines and appliances appurtenant to any of said lines.

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The Grantor, by the acceptance hereof, agrees to bury all pipe lines, unless otherwise agreed, so that they will not interfere with the cultivation of the land, and also pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successor, heirs or assigns, one by the Grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement, such appointment shall be made by the Grantee, its successors or assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons or any two of them, shall be final and conclusive.

All payments hereunder may be made direct to the Grantee, or as authorized by him in writing delivered to Grantee. Should there be any change in the ownership of said lands, then such payment shall be made to those acquiring such lands, and no change in ownership of said lands shall be binding upon Grantee until the instrument of title by which change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 26<sup>th</sup> day of April, 1954.

Thomas E. Cantrell Kennie Herald Lynn  
Margaret Helen Lynn

STATE OF TENNESSEE

COUNTY OF Hamilton

Personally appeared before me Thomas Edward Cantrell, Notary Public, in and for said State and County aforesaid, the within named bargainor, Kennie Herald Lynn and Margaret Helen Lynn, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal of Hamilton County, Tennessee on this 26<sup>th</sup> day of April, 1954.

Thomas Edward Cantrell  
My Commission Expires  
April 5, 1954



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STATE OF TENNESSEE }  
HAMILTON COUNTY. /

Book No. \_\_\_\_\_ Page \_\_\_\_\_

The above Instrument and Certificate were filed

MAY 8 1958 at \_\_\_\_\_ N. entered in

and recorded in Book \_\_\_\_\_ Volume \_\_\_\_\_

WITNESS my hand and office in Chattanooga, Tenn.

\_\_\_\_\_  
Register

\_\_\_\_\_  
Dept. Reg.

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