



ALTA PLAIN LANGUAGE COMMITMENT FORM

Old Republic National Title Insurance Company

Commitment Number: 142099

SCHEDULE A

- 1. Commitment Date: October 1, 2014 at 08:00 AM
- 2. Policy (or Policies) to be issued: Amount:
 - a. Owner's Policy (ALTA Owners Policy (06/17/06)) TBD
 - Proposed Insured:
TBD
- 3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
Michael E. Jones and Susan C. Jones.
- 4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tennessee Valley Title Insurance Co.:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By: Tracey M. Axtell
Tracey M. Axtell

By: Mark Biskamp President
Attest: David Wold Secretary





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**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements that must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Notice and Waiver signed by the mortgagors.
4. Furnish a properly executed Owner's Affidavit on attached form.
5. Payment of taxes as follows:

CLT #059AC-010

2014 Knox County - Balance due and payable in amount of \$157.00 (NOTE: According to the Knox County Trustee's Office, a partial payment of \$504.00 was made on 9/18/2014)

2014 Knoxville City - Due and payable in amount of \$776.82. (NOTE: If paid in October, the discounted amount will be \$769.05.)

6. Satisfaction and release of record the Judgment against Michael Jones in favor of Portfolio Recovery Associates, LLC, in the amount of \$1,038.51, plus interest and costs, dated February 15, 2012, and recorded as Instrument No. 201304170068045, in the Register's Office for Knox County, Tennessee; OR IN THE ALTERNATIVE, record a properly executed Affidavit from someone familiar with the facts with sufficient information to determine that Michael E. Jones, an owner of subject property, is not one and the same person as the Michael Jones named in the aforementioned judgment.
7. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. Properly executed and acknowledged Deed from Michael E. Jones and wife, Susan C. Jones, vesting fee simple title in purchaser to be determined.



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**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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 hereof 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. The dower, courtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
3. Rights or claims of parties in possession not recorded in the public records.
4. Easements or claims of easements not recorded in the public records.
5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished. NOTE: Upon receipt of a satisfactory Affidavit of Agreement this exception will be deleted.
7. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of the Policy.
8. Taxes for the year 2015, not yet a lien and not yet due or payable, and all taxes for subsequent years.
9. Covenants and restrictions filed of record in Deed Book 945, page 523, in the Office of the Knox County Register of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
10. Matters depicted or disclosed on map of record in Map Book 20, page 113 and 114, in the Register's Office for Knox County, Tennessee.

Old Republic National Title Insurance Company

Commitment Number: 142099

**EXHIBIT A
PROPERTY DESCRIPTION**

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

SITUATED in District Seven of Knox County, Tennessee, within the 35th Ward of the City of Knoxville, Tennessee, and being all of Lot 4, Block D, Harrill Heights, Unit 1, as shown by map of record in Map Book 20, pages 113 and 114, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description.

BEING the same property conveyed to Michael E. Jones and wife, Susan C. Jones, by Warranty Deed from Harry J. Jones and wife, Jeanne Jones, dated June 5, 1980, and recorded in Book 1708, page 106, in the Register's Office for Knox County, Tennessee.

This instrument prepared by Harold W. Mills INSTRUMENT NO. 21775
111 Northshore Drive
Knoxville, Tennessee 37919

RESPONSIBLE TAXPAYER:
Michael E. Jones
4007 Clairmont Drive
Knoxville, Tennessee 37918

WARRANTY DEED ESCROW CODE E-7

THIS INDENTURE, made this 5TH day of JUNE, A. D., 19 80,
between

HARRY J. JONES and wife, JEANNE JONES

of Knox County, Tennessee, First Parties, and

MICHAEL E. JONES and wife, SUSAN C. JONES

of Knox County, Tennessee, Second Parties,

WITNESSETH: that said First Parties, for and in consideration of the sum of

ONE AND NO/100----- Dollars (\$ 1.00)
and other good and valuable consideration

to us in hand paid by Second Parties, the receipt of which is hereby acknowledged, and further the grantee herein agrees to assume and pay the balance owing on note secured by Deed of Trust from Harry J. Jones and wife, Jeanne Jones to Union Planters National Bank of Memphis, Tennessee, Trustee, dated April 18, 1979 and recorded in Trust Book 1867, Page 052, Register's Office for Knox County, Tennessee, securing an original indebtedness of \$49,000.00 to National Mortgage Company, and further assumption of all terms and conditions of the original mortgage as set out in said Deed of Trust. The escrow account in connection with said loan is also hereby being assumed by the grantee,

have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Second Parties the following described premises, to wit: Situated in District No. Seven (7)/(formerly Two) of Knox County, Tennessee, and within the 35th Ward of the City of Knoxville, Tennessee, being all of Lot 4, Block D, Harrill Heights, Unit 1, as shown by map of record in Map Book 20, Pages 113 and 114, in the Registrar's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description, and according to the survey of G. T. Trotter, Jr., Surveyor, dated April 11, 1979, drawing No. 16967; said premises are improved with dwelling designated 4007 Clairmont Drive.

BEING the same property conveyed to Harry J. Jones and wife, Jeanne Jones, by Warranty Deed from Fred Allmon and wife, Vera June Wallace Allmon (Vera June Wallace being one and the same person), dated April 18, 1979, and recorded in Deed Book 1673, Page 268, Register's Office for Knox County, Tennessee.

THIS CONVEYANCE is made subject to restrictions of record in Deed Book 945, Page 523, Register's Office for Knox County, Tennessee, and to building lines and all existing easements.

THIS DEED was prepared by the description contained in Warranty Deed of record in Deed Book 1673, Page 268, Register's Office for Knox County, Tennessee, without benefit of title search or survey.

60-06-20
= 6001

I certify that the consideration has
on the within Deed has been paid
Witness my hand this

JUN 6 1980

store tax 126.62
Clerk Fee 50
Total 127.12

COUNTERSIGNED

JUN 6 1980
PARK M. (Perkey) STRADEL
KNOX COUNTY
PROPERTY ASSESSOR

Harold W. Mills
Deputy Register



Instr: 18606060011351
Pages: 1 of 2
Cross Ref: 43 1709/106
Back File Automation

RECEIVED FOR
RECORDING

JUN 6 2 53 PM '80

NOTE BOOK
Harold W. Mills
Deputy Register

08- 12662
09- 650
A 127123

60-06-20
6001

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD THE said premises to the said Second Parties, their heirs and assigns forever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with said Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances except 1980 City and County taxes which are a lien but not yet due and payable,

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF the said First Parties hereunder set their hands and seals the day and year first above written.

..... (L. S.) Mary J Jones (L. S.)
HARRY J. JONES
..... (L. S.) Jeanne Jones (L. S.)
JEANNE JONES

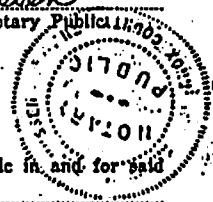
STATE OF TENNESSEE, } ss.
KNOX COUNTY

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State Harry J. Jones and wife, Jeanne Jones

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this 5TH day of JUNE, 1980.

My Commission expires 6/29/82 Kathy W. Rasmussen Notary Public



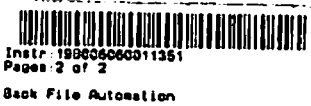
STATE OF } ss.
COUNTY OF

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State.....

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in County, this day of 19.....

My Commission expires Notary Public



BOOK 1708 PAGE 107

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 48,696.95 Affiant Wanda S. Hunter

Subscribed and sworn to before me this 5TH day of JUNE, 1980.

Notary Public Kathy W. Rasmussen
My Commission expires 6/29/82

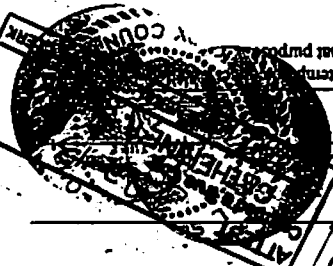




10-67857

SHERY WATT
REGISTER OF DEEDS
KNOX COUNTY

This communication is from a debt collector and is an attempt to collect for that purpose.



This the 15 day of February 2012

ORDER
Defendants to make consecutive monthly payments of \$100.00, starting 3/25/12.

Defendants Michael Jones
in Court and admitted to jurisdiction of court. This the 15 day of February 2012

Cost taxed to: Plaintiff Defendant

Dismissed: Without prejudice With prejudice

Judgment entered by: Default Agreement Trial

Judgment for Plaintiff against Defendant for \$ 1,038.51
Plus interest at the rate of 10% and cost of suit, for which execution may issue.

JUDGMENT

STATE OF TENNESSEE, COUNTY OF KNOX 5th Sessions Court
To Any Lawful Officer to Execute and Return: Summon MICHAEL JONES
To appear before the General Sessions Court of Knox County, Tennessee, on the December 14, 2011,
at 2:00pm, then and there to answer in a civil action brought by
Portfolio Recovery Associates, LLC as assignee of HSBK CARD SERVICES (MI) INC. / METRUS in the amount of
\$1,038.51 plus prejudgment interest from time of assignment, court cost and post judgment interest, so amount
under \$25,000.
Old Courthouse corner of Gay Street & Main Street 3rd Floor Room 331 5th Sessions Courthouse

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CIVIL SUMMONS

DOCKET NUMBER 3706 H

Plaintiff(s) Portfolio Recovery Associates, LLC

Defendant MICHAEL JONES

Defendant 5800 CENTRAL AVENUE PIRKRAFT 901,
KNOXVILLE TN 37912

Defendant Address

Defendant Address

Defendant Address

Defendant Address

Defendant Address

Defendant Address

By Catherine F. Quist, Clerk
Deputy Clerk

Issued NOV 30 2011

Set for December 14, 2011 at 2:00pm

Reset for Feb 15, 2012

Served upon: All Name Defendants

Served by: Steven H. Hitt, #179
Sheriff/Constable (Process Server)

JUL PROCESS

Attorney for Plaintiff: Nathan L. Horton
TN Bar # 025468

Telephone 1-866-428-8102

Attorney for Defendant:

Telephone

Instr: 19640423000017
Pages: 1 of 4
Cross Ref: 44 945/523
Sect File Allocation

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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That Whereas Don C. Simpson and William W. Mullendore, of Knox County, Tennessee, are the owners of certain real estate located in the Seventh Civil District of Knox County, Tennessee, lying adjacent to Harrill Hills Addition being the property conveyed to them by Ira V. Lay and wife, Ava Parrott Lay, by deed dated the 27th day of April, 1954, which is of record in the Register's Office of Knox County, Tennessee, to which specific reference is hereby made for a particular description of said property, and

WHEREAS a portion of said property has been subdivided into lots, said Subdivision being known as Harrill Heights Subdivision, the map of which is of record in the Register's Office of Knox County, Tennessee, in Map Book 20, page 13, to which specific reference is hereby made for a more particular description of said lots in said Subdivision; and

WHEREAS it is the desire of the owners of said property that a uniform plan of restrictions shall be adopted and shall be binding upon all of said lots in said Subdivision.

NOW THEREFORE in consideration of the premises and for the specific purpose of imposing restrictions on all and every of the above mentioned lots in Harrill Heights Subdivision, the said Don C. Simpson and William W. Mullendore do hereby impose upon, each, all and every of the lots set forth in said Subdivision the following restrictive covenants, to-wit:

1- All lots in the subdivision known as Harrill Heights Subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than buildings for residential purposes not to exceed two and one-half stories in height, and private garage or garages and no other outbuildings are to be erected on said lots, except for servants quarters.

2- No flat-top, prefabricated or dismountable house or structure other than a "National Home" or its equal shall be erected in the tract. No duplex shall be erected in said tract. Any residence that may be erected shall have a solid foundation and no roll-roofing, brick-siding, stone-siding or other prefabricated siding shall be used; provided, this shall not prevent the use of asbestos shingles.

3- No building shall be located on any residential building lot nearer than 35 feet to the front lot line nor nearer than 25 feet to the side street line. No building except a detached garage or any other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. On corner lots no building shall be nearer than 20 feet to the rear line thereof.

No residence or attached appurtenance shall be erected on any lot farther than 100 feet from the front lot line.

4- No mercantile trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5- No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

6- No structure either temporary or permanent in character may be erected in the tract the primary purpose of which is for usage as a garage, unless such structure conforms in general with the main residence erected on the plot.

7- No outside toilet shall be installed, erected or used on any lot but connection with a septic tank or sanitary sewer is required.

8- A perpetual 5 feet easement in width along the rear line of each of the lots in the tract is reserved by the parties hereto for the benefit of themselves, their heirs and assigns, for utility installation and maintenance.

9- Any dwelling erected on any lot in the subdivision shall have, exclusive of one-story open porches and garages, a ground floor area of not less than 1200 sq. ft. in the case of one-story structures, nor less than 900 sq. ft. in case of one and one-half or two or two and one-half story structures and shall cost not less than \$5,000.00.

10- No animals shall be raised, kept or bred for commercial purposes. No hogs shall be raised, kept, or maintained on any lot in said subdivision.

11- These covenants and restrictions shall run with the land, shall be binding upon the parties hereto and all persons claiming under them until May 1, 1984, at which time said covenants and restrictions shall terminate. The invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any of the other provisions



which shall remain in full force and effect. If the parties hereto, or their heirs or assigns or the owners of any lot or lots in the tract shall violate or attempt to violate any of these covenants, and restrictions before May 1, 1984, it shall be lawful for any other person or persons owning any lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate said covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

12- Each and every purchaser of a lot or lots in said tract shall take the same subject to the foregoing restrictive covenants whether incorporated in the deed of conveyance to them or not.

IN WITNESS WHEREOF we, the undersigned, Don C. Simpson and William W. Mullendore, have hereunto set our hands on this the 23 day of July, 1954.

Don C. Simpson
William W. Mullendore

STATE OF TENNESSEE)
KNOX COUNTY) ss:

Personally appeared before me, *A. [Signature]*, a Notary Public in and for said County and State, Don C. Simpson and William W. Mullendore, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, Tennessee, this 23 day of July, 1954.

A. [Signature]
NOTARY PUBLIC

My commission expires *11/1/58*



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No. 1495 REGISTER'S OFFICE
STATE OF MISSISSIPPI
LINDSEY COUNTY
Received for Record the 22 day
of April A.D. 1957
at 9:30 o'clock A.M. Recorded in
Book No. 945 Page 26
dated in Note Book 42 at 227
by Paul S. O.
Paul S. O.



UNIT NO. 1
 SHEET NO. 1
 HARRILL HEIGHTS
 0-3532

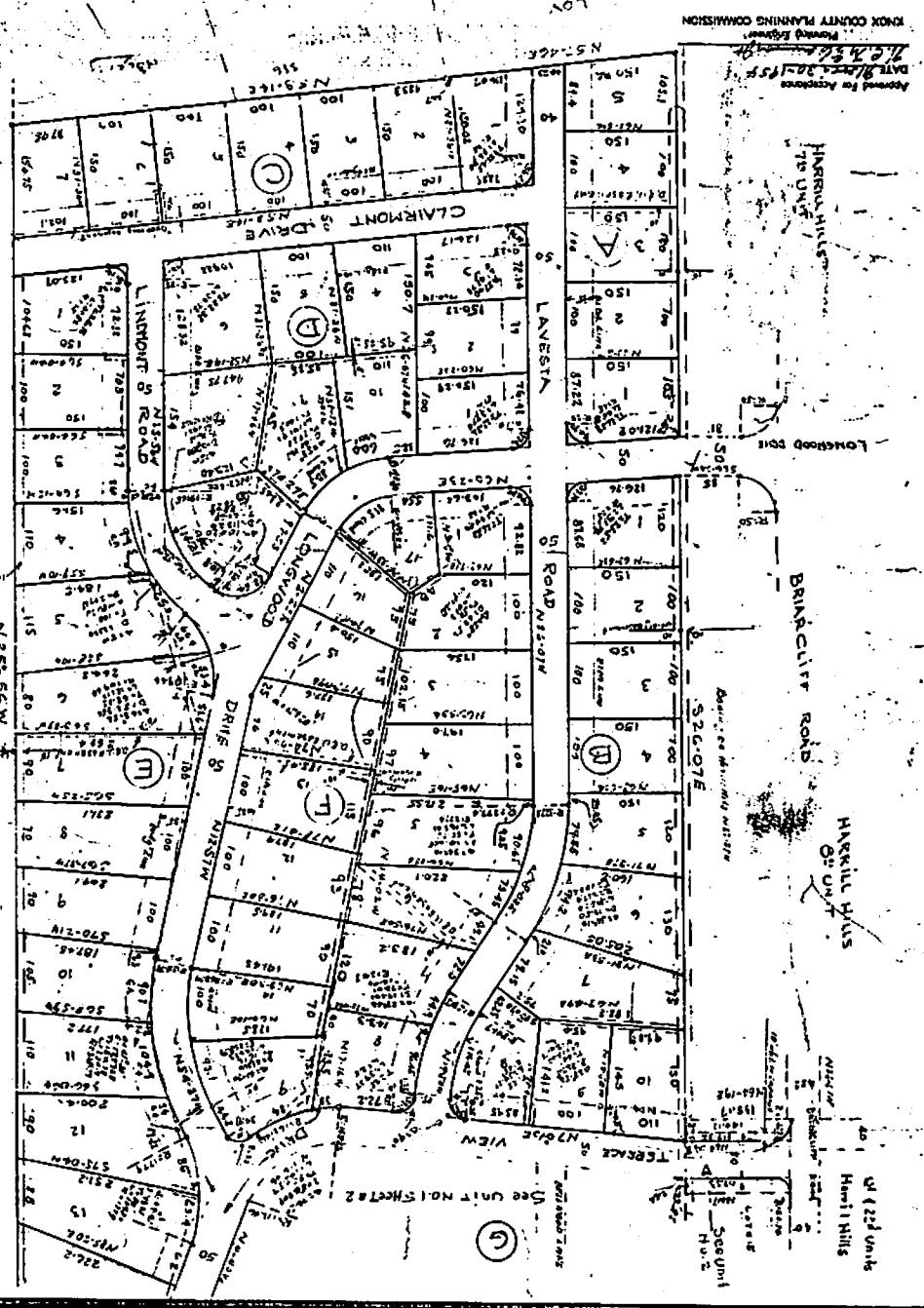
7th CIVIL DIST. KNOX CO.

APPROVED FOR RECORD BY THE CLERK OF THE DISTRICT COURT

NOTE: All building lines are to be located in accordance with the zoning ordinance.

FRANK HALL

STATE OF TENNESSEE
 COUNTY OF KNOX
 CLERK OF DISTRICT COURT
 27
 1958



APPROVED FOR RECORD BY THE CLERK OF THE DISTRICT COURT
 DATE 11/21/58
 KNOX COUNTY PLANNING COMMISSION
 Planning Engineer

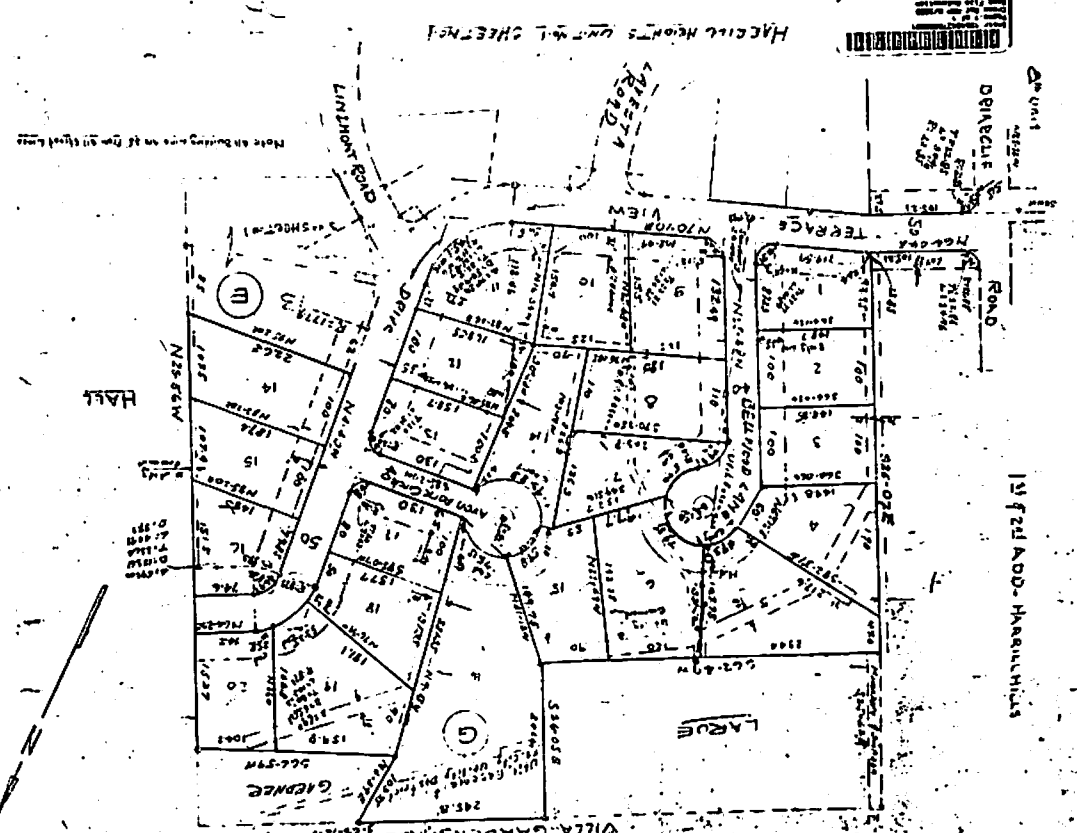
HARRILL HILLS
 7th UNIT
 BRARCLIFF ROAD
 HARRILL HILLS
 8th UNIT

of 422 units
 Harrell Hills

See UNIT NO. 1 SHEET #2

UNIT NO. 1
 SHEET NO. 5
 HARRILL HEIGHTS
 0-355 D

Approved for Approval
 DATE: 12-1-1954
 Planning Engineer
 KNOX COUNTY PLANNING COMMISSION



1967
 STATE OF TENNESSEE
 BOARD OF COUNTY COMMISSIONERS
 KNOX COUNTY
 Planning and Zoning Commission
 12-1-1954
 Approved for Approval
 DATE: 12-1-1954
 Planning Engineer
 KNOX COUNTY PLANNING COMMISSION

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