

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

COMMITMENT NO. 051617

1. Commitment Date: May 20, 2017 at 8:00 A. M.
2. Policy (or policies) to be issued:
  - (a) ALTA Owner's Policy (6-17-06) Proposed Insured: TBD Policy Amount: \$TBD
  - (b) ALTA Loan Policy (6-17-06) Proposed Insured: Policy Amount: \_\_\_\_\_
  - (c) Policy Proposed Insured: Policy Amount: \_\_\_\_\_
3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by:  
KENNETH E. SOLOMON
4. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

By: \_\_\_\_\_

Authorized Signatory

GDS/rb/Solomon Kenneth 051617Com 5-16-17

SCHEDULE B - SECTION I

REQUIREMENTS

Commitment No. 051617

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - 1) Deed of Trust from Kenneth E. Solomon, Unmarried, to David M. Tilson, Trustee, dated October 14, 2003, and recorded in Book 998, page 746, securing the original amount of \$2,000,000.00 to Jefferson Federal Bank, must be released of record or the same will be set forth as an exception in the policy to be issued.
  - 2) Assignment of Rents and Leases by Kenneth E Solomon, Single, to Jefferson Federal Bank, dated October 14, 2003, and recorded in Book 998, page 791, must be released of record or the same will be set forth as an exception in the policy to be issued.
  - 3) Agreed Judgment against Kenneth E Solomon, in favor of Carl Edward Overholt and Teresa Jill Fishburn, in Case No. 2014-CV-233, in the Chancery Court for Hamblen County, Tennessee, in the original amount of \$72, 795.43, plus interest, recorded in Book 1600, page 458, must be released of record or the same will be set forth as an exception in the policy to be issued.
  - 4) UCC Financing Statement by Kenneth E. Solomon, to secure Jefferson Federal Bank, recorded October 14, 2003, in Book 998, page 820, in the original amount of \$2,000,000.00, must be released of record or the same will be set forth as an exception in the policy to be issued.
- d) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest of the loan.

TAX INFORMATION

CONTROL NO. 034PA-025

County Taxes: Assessment \$16,275.00; Paid through 2013; 2014, 2015, and 2016 Taxes Not Paid. 2016 Taxes being neither due nor payable. The Base Tax for 2014 is \$267.00, and the Base Tax for 2015 is \$250.00.

Morristown City Taxes: Assessment \$16,275.00; Paid through 2013; 2014, 2015 and 2016 Taxes Not Paid. 2016 Taxes being neither due nor payable. The Base Tax for 2014 is \$170.89, and the Base Tax for 2015 is \$158.19. The 2014 City Taxes have been turned over to the Clerk & Master.

SCHEDULE B - SECTION II

EXCEPTIONS

Commitment No. 051617

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. Rights or claims of parties in actual possession of any or all of the property.
3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
4. Any facts, rights, interest or claims which are not shown by the public record, but which would be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
5. Easements or claims thereof, which are not shown by the public record.
6. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
7. Taxes or assessments which are not shown as existing by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
8. All assessments and taxes due in 2017, and thereafter.  
  
NOTE: If improvements are completed after January 1 of any year the law requires supplemental assessment for the year in which the improvements are completed as defined by Statute. The issuer assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. §67-5-603 et seq.  
  
NOTE: No opinion is herein expressed regarding public utility property taxes (as defined by T.C.A. §67-5-501(8)) or as to personal property taxes assessed to a name other than the record property owner and the issuer assumes no liability therefor. Any reference to other such tax above is for information purposes only.
9. Any fees, dues and/or assessments of a Homeowner's Association.
10. Unrecorded leases in favor of unknown tenants in possession of the property, or assigns, if any.
11. Any and all mineral rights reserved and/or conveyed.
12. Restrictions 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.
13. Subject to a Boundary Line Agreement entered into by and between James Ray Smith and Marie Swaney, dated September 11, 1991, and recorded in Deed Book 390, page 105.

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EXHIBIT "A"

**SITUATED** in District One (1) of Hamblen County, Tennessee, and within the corporate limits of the City of Morristown, Tennessee, and being more particularly described as follows:

**BEGINNING** at an iron pin in the northern edge of Rosedale Avenue, corner to Hickory; thence with Hickory North 22 deg. 44 min. West 169.67 feet to an iron pin; thence with the City of Morristown North 66 deg. 30 min. East 74.5 feet to an iron pin; thence South 22 deg. 44 min. East 170.5 feet to an iron pin; thence with the edge of Rosedale Avenue South 67 deg. 08 min. West 74.50 feet to the point of Beginning, according to a survey dated March 20, 1987 prepared by William H. Shockley RLS, but subject to Boundary Line Agreement of record in Warranty Deed Book 390, Page 105, in the Register's Office for Hamblen County, Tennessee.

**BEING** the same property conveyed by Special Warranty Deed from Wells Fargo Bank Minnesota, N.A., Successor Trustee under Pooling And Servicing Agreement, Date as of June 29, 1998, Delta Funding Home Equity Loan Trust 1998-2, By and Through Its Attorney-In-Fact, Ocwen Federal Bank, FSB, to Kenneth E. Solomon, dated 2001, and recorded in Book 850, page 754, in the Register's Office for Hamblen County, Tennessee.