



## Chicago Title Insurance Company

### SCHEDULE A

1. Commitment Date: October 25, 2018 at 02:00 PM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/10)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.  
Proposed Policy Amount: \$ 1,000.00
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 Commitment Date vested in:  
William E. Phillips, Successor Trustee of The Kenneth E. Jenkins Administrative Trust, (formerly the Kenneth E. Jenkins Living Trust dated September 7, 2004, as amended pursuant to Amendment to The Kenneth E. Jenkins Living Trust, dated November 2, 2005), a 1/2 undivided interest, and Doris Kay Potter, Co-Executrix and Lynda Ann Ramsey, Co-Executrix, of the Estate of Patricia O. Jenkins, a 1/2 undivided interest.
5. The Land is described as follows:  
SITUATE in the 19th Civil District of Greene County, Tennessee and being more particularly described as follows:

**TRACT I:**

BEING Tract No. 4 of Audra George Estate, as shown on plat found of record in Plat Cabinet E, Slide 16, in the Register's Office for Greene County, Tennessee, to which reference is here made for a more particular description.

BEING the same property conveyed to Kenneth E. Jenkins and Patricia O. Jenkins, Trustees, under The Kenneth E. Jenkins Living Trust dated September 7, 2004, and Patricia O. Jenkins and Kenneth E. Jenkins Trustees, under the Patricia O. Jenkins Living Trust, dated September 7, 2004 by deed of Kenneth E. Jenkins, dated November 3, 2004 and recorded in Book 373A, page 333 in the Register's Office of Greene County, Tennessee. See Certification of Trust of record in Book 584A, page 65 in said Register's Office. Kenneth E. Jenkins died on June 22, 2009. William E. Phillips is Successor Trustee of The Kenneth E. Jenkins Administrative Trust, (formerly the Kenneth E. Jenkins Living Trust dated September 7, 2004, as amended pursuant to Amendment to The Kenneth E. Jenkins Living Trust, dated November 2, 2005). The Patricia O. Jenkins Living Trust has been revoked as evidenced by Book 1488, page 418 in the Register's Office of Hamblen County, Tennessee. Patricia O. Jenkins died testate on July 7, 2011, and reference is made to her Last Will and Testament of record in Deed Book 584A, page 57 in the Register's Office of Greene County, Tennessee. Reference is made to Order authorizing the sale of the subject property contained in Cause No. 2011P113 in the Chancery Court for Hamblen

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**SCHEDULE A**  
(Continued)

County, Tennessee.

**TRACT II:**

BEING Tract Nos. 3, 6, 7 and 8 of Audra George Estate, as shown on plat found of record in Plat Cabinet E, Slide 16, in the Register's Office for Greene County, Tennessee, to which reference is here made for a more particular description.

BEING the same property conveyed to Kenneth E. Jenkins and Patricia O. Jenkins, Trustees, under The Kenneth E. Jenkins Living Trust dated September 7, 2004, and Patricia O. Jenkins and Kenneth E. Jenkins Trustees, under the Patricia O. Jenkins Living Trust, dated September 7, 2004 by deed of Kenneth E. Jenkins, dated November 3, 2004 and recorded in Book 373A, page 339 in the Register's Office of Greene County, Tennessee. See Certification of Trust of record in Book 584A, page 65 in said Register's Office. Kenneth E. Jenkins died on June 22, 2009. William E. Phillips is Successor Trustee of The Kenneth E. Jenkins Administrative Trust, (formerly the Kenneth E. Jenkins Living Trust dated September 7, 2004, as amended pursuant to Amendment to The Kenneth E. Jenkins Living Trust, dated November 2, 2005). The Patricia O. Jenkins Living Trust has been revoked as evidenced by Book 1488, page 418 in the Register's Office of Hamblen County, Tennessee. Patricia O. Jenkins died testate on July 7, 2011, and reference is made to her Last Will and Testament of record in Deed Book 584A, page 57 in the Register's Office of Greene County, Tennessee. Reference is made to Order authorizing the sale of the subject property contained in Cause No. 2011P113 in the Chancery Court for Hamblen County, Tennessee.

**Heartland Title Services, Inc.**

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

**Heartland Title Services, Inc.**

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## Chicago Title Insurance Company

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- a. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
  - b. Satisfactory evidence should be had that no improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
  - c. 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 then make additional requirements and exceptions.
  - d. TRACT I:  
2018 County Taxes are paid - \$44.00, Receipt No. 20079  
Assessment: \$2,200.00  
Map 70 Parcel 37.01  
  
TRACT II:  
2018 County Taxes are paid - \$49.00, Receipt No. 20080  
Assessment: \$2,450.00  
Map 70 Parcel 37.05 (Lot 3)  
  
2018 County Taxes are paid - \$104.00, Receipt No. 20081  
Assessment: \$5,175.00  
Map 70 Parcel 37.07 (Lot No. 6)  
  
2018 County Taxes are paid - \$104.00, Receipt No. 20082  
Assessment: \$5,175.00  
Map 70 Parcel 37.08 (Lot 7)  
  
2018 County Taxes are paid - \$111.00, Receipt No. 20083  
Assessment: \$5,500.00  
Map 70 Parcel 37.09 (Lot No. 8)  
  
COUNTY DUE OCTOBER 1ST, DELINQUENT MARCH 1ST
- e. Notice and Waiver Affidavit, as required by Department Regulation 30, Department of Insurance and Banking, State of Tennessee, signed by the mortgagors, must be submitted.
  - f. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit: (1) Warranty Deed from William E. Phillips, Successor Trustee of The Kenneth E. Jenkins Administrative Trust, (formerly the Kenneth E. Jenkins Living Trust dated September 7, 2004, as amended pursuant to Amendment to The Kenneth E. Jenkins Living Trust, dated November 2, 2005) and Lynda Ann Ramsey, Co-Executrix, and Doris Kay Potter, Co-Executrix, under the Last Will and Testament of Patricia O. Jenkins to the Purchaser with contractual rights under a proper purchase agreement. (2) Name Affidavit that Patsy Jenkins, Patsy O. Jenkins, Patricia O. Jenkins and Velma P.

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**SCHEDULE B**  
(Continued)

Jenkins are one and the same person.

- g. Payment of the Full consideration to, or for the account of, the grantors or mortgagors.
- h. All claims in the Estate of Kenneth E. Jenkins in Cause No. 2009-P132 in the Probate Court for Hamblen County, Tennessee, must be paid and released;
  - 1. Community National Bank - \$170,466.00
  - 2. KPT Lease - \$282,826.72
  - 3. KPT Lease - \$348,231.16
  - 4. American Patriot Bank - \$350,765.00
  - 5. Central Leasing - \$57,825.17
  - 6. Central Leasing - \$120,667.00
  - 7. Central Leasing - \$225,241.00
  - 8. Central Leasing - \$199,774.00
  - 9. Central Leasing - \$164,098.00
  - 10. Central Leasing - \$154,309.00
  - 11. Central Leasing - \$368,816.00
  - 12. Central Leasing - \$77,155.34
  - 13. Central Leasing - \$385,228.50
  - 14. Central Leasing - \$202,024.10
  - 15. Andrew Johnson Bank - \$167,978.00
  - 16. Andrew Johnson Bank - \$649,615.74
  - 17. Andrew Johnson Bank - \$118,255.71
  - 18. Commercial Credit - \$1,074,420.00

NOTE: An order dismissing these listed claims was entered on November 14, 2018. Upon this order becoming final, December 15, 2018, these claims will be removed as exceptions.

- i. Notice of Federal Tax Lien against the estate of Patricia O. Overton Jenkins Estate dated September 26, 2017 and recorded in Book 1725, page 624 in the Register's Office of Hamblen County, Tennessee for \$3,711,352.24, must be paid and satisfied of record.
- j. Company reserves all rights to supplement these requirements upon a determination of other factors which come to the attention of the company.

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or

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**SCHEDULE B**  
(Continued)

easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- a. 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.
- b. Any Owner's Policy issued pursuant hereto will contain under Schedule B the Standard Exceptions listed below. Any loan policy issued pursuant hereto will contain under Schedule B the Standard Exceptions (1), (4) and (5) unless a satisfactory survey and inspection of the premises is made.

Rights or claims of parties in possession not shown by the Public Records;

Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;

Taxes or special assessments which are not shown as existing liens by the Public Records;

Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

Easements or claims of easements not shown by the Public Records.

- c. Subject to the lien of 2018 taxes, which are due and payable but not delinquent, and subsequent years.
- d. If Improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, section 67-5-603 et seq.
- e. Terms, provisions, covenants, conditions restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Deed Book 373A, page 333 and Deed Book 373A, page 339, in the Register's Office of Greene County, Tennessee, but OMITTING any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. Said restrictions have not been violated and any future violation will not cause a forfeiture or reversion of title.
- f. Easements shown by Plat Cabinet E, Slide 16:
  - (1) 20' easement along 11E for ingress and egress and maintenance of utilities.
  - (2) Subject to Health Department regulations as noted on plat.

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