



Chicago Title Insurance Company

SCHEDULE A

1. Commitment Date: October 22, 2018 at 04:30 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:
Tract I: 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 one-half undivided interest and Lynda Ann Ramsey, Co-Executrix, and Doris Kay Potter, Co-Executrix of the Estate of Patricia O. Jenkins, a one-half undivided interest
Tract II: 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)
5. The Land is described as follows:
SITUATE in the Fourth Civil District of Hamblen County, Tennessee and being more particularly described as follows:

TRACT I:

BEING Lots No. One (1) through Twelve (12), inclusive, of the Mr. and Mrs. J. W. Pettit Farm, containing 74.33 acres, more or less, as shown by plat of Murrell Weems, Surveyor, dated October 25, 1984, recorded in Plat Cabinet A, Slide A-98 in the Register's Office for Hamblen County, Tennessee.

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 any amendments thereto, and Patricia O. Jenkins and Kenneth E. Jenkins, Trustees, under The Patricia O. Jenkins Living Trust, dated September 7, 2004, and any amendments thereto by deed of Kenneth E. Jenkins and wife, Patricia O. Jenkins, dated November 3, 2004 and recorded in Book 1073, page 665 in the Register's Office of Hamblen County, Tennessee. See Certification of Trust of record in Book 1441, page 440 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). Patricia O. Jenkins Living Trust has been revoked as evidenced by Book 1488, page 418 in said

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(2018106380.PFD/2018106380/10)

SCHEDULE A

(Continued)

Register's Office. Patricia O. Jenkins died testate on July 7, 2011, and reference is made to her Last Will and Testament of record in Will Book 5, page 504 in the Clerk and Master's Office of Hamblen 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.

TRACT II:

BEGINNING at a stake in the road, northeast corner of the said lot; thence South 47 West 11 ½ poles to a black oak; thence South 41 East 7 ½ poles to a white oak; thence South 77 East 4 ½ poles to a black oak; thence North 56 ½ East 8 1/4 poles to a stake at the road; thence North 38 East (North 38 West) 12-2/5 poles to the beginning containing one acre, more or less.

BEING the same property conveyed to Kenneth E. Jenkins and Patricia O. Jenkins, Trustees, of The Kenneth E. Jenkins Living Trust u/a/d September 7, 2004 by deed of Kenneth Jenkins and wife, Patsy Jenkins, dated November 3, 2004 and recorded November 9, 2004 in Book 1073, page 659 in the Register's Office of Hamblen County, Tennessee. Kenneth E. Jenkins and Patricia O. Jenkins are both deceased. 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).

Heartland Title Services, Inc.

By: _____

Heartland Title Services, Inc.

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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 - \$1,102.00, Receipt No. 14777
Assessment - \$51,750.00
Map 21 Parcel 7.01 (74.33 acres)

Tract II:
2018 County Taxes are paid - \$64.00, Receipt No. 14781
Assessment - \$3,000.00
Map 20 Parcel 102.00 (1 acre)

GREENBELT ASSESSED

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, of the Estate of Patricia O. Jenkins, to the Purchaser with contractual rights under a proper purchase agreement.
- g. Payment of the Full consideration to, or for the account of, the grantors or mortgagors.
- h. Company reserves all rights to supplement these requirements upon a determination of other factors which come to the attention of the company.
- i. Notice of Federal Tax Lien against the Estate of Patricia O. Overton Jenkins, dated 09/26/17 and of record in Book 1725, page 624 in the Register's Office of Hamblen County, Tennessee, must be paid and satisfied of record.
- j. 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;

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SCHEDULE B
(Continued)

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.

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SCHEDULE B
(Continued)

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 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. The acreage mentioned in the legal description is only for convenience in identifying the tract insured; it is not intended that this policy insure the amount of acreage.
- f. The land has been classified as Greenbelt for tax assessment, levy and collection purposes, and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated, Section, 67-5-1001, et seq.

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SCHEDULE B
(Continued)

- g. Tract II:
The acreage mentioned in the legal description is only for convenience in identifying the tract insured; it is not intended that this policy insure the amount of acreage.
- h. Tract I:
Easements shown by Plat Cabinet A, Slide 98:
(1) 35' front setback.
(2) Building encroachments as shown by plat.
(3) Subject to centerline of natural drainways as shown by plat and subject to noted setbacks.
(4) 5' front and 10' side and rear easement for utilities and drainage.

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