

Old Republic National Title Insurance Company

SCHEDULE A

1. Commitment Date: February 4, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/10)

Proposed Insured:	Proposed Auction Purchasers
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. The Title is, at the Commitment Date, vested in:
Michael Dale Snodgrass
5. The Land is described as follows:
SITUATE in the Third Civil District of Jefferson County, Tennessee, to-wit

PARCEL ONE:

TRACT ONE:

BEING Tract No. 1 in Block "D" of "Plat of Jarvis Testerman Farm", as shown by plat of A.J. Davis & Son, Surveyors, dated April 23, 1947, of record in Plat Cabinet A, Slide 63 in the Register's Office for Jefferson County, Tennessee, and being two tracts adjoining: BEGINNING in the center of the White Pine to Witt Road, at a point where the same crosses Long Creek and in the center of the bridge; thence with the center of Long Creek, two courses: North 56 1/2 deg. East 230 feet; North 89 deg. East 230 feet to a point, corner to lands of J.C. Bell; thence with Bell's line, eight courses as follows: North 11 1/4 deg. West 195 feet; North 20 1/2 deg. East 229 feet; North 8 deg. East 54 feet; North 3/4 deg. West 71 feet; North 7 deg. West 138 feet; North 11 deg. West 71 feet; North 32 3/4 deg. West 114 feet; North 34 deg. West 114 feet; thence with the line of Lot No. 2 in said Block "D", North 79 deg. 30 min. West 300 feet to a point in the center of said road; thence with the center of said road, two courses as follows: South 3 deg. West 906 feet; thence South 16 deg. 15 min. East 203 feet to the point of BEGINNING.

TRACT TWO:

BEGINNING in the center of bridge over Long Creek at Mill; thence with pike N 22 - 15 W 144 - N 2 - 45 W 1043 ft. to a stake in pike, corner to R.R. Bell; thence S 88 - 45 W to a stake on Hickey line, this being a straight line between R.R. Bell and J.C. Biddle; thence from stake in Hickey line running with Hickey's line to a stake in the center of Long Creek; thence with center of Long Creek to center of bridge at Mill known as canning factory, the beginning.

BEING the same premises conveyed to William D. Snodgrass and wife, Nina C. Snodgrass, by deed of J.K. Collins, dated 4/21/98, and recorded in Record Book 415, page 244 in the Register's Office for Jefferson County, Tennessee.

PARCEL TWO:

BEING Lot No. 1 of the "Mrs. J.L. Harrison Estate", as shown by plat of same of record in Plat G, Slide 79 in the Register's Office for Jefferson County, Tennessee, to which plat reference is here made for a more particular

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SCHEDULE A
(Continued)

description.

BEING the same premises conveyed to William D. Snodgrass and wife, Nina Snodgrass, by deed of Ann Harrison, dated 12/18/00, and recorded in Record Book 113, page 561 in the Register's Office for Jefferson County, Tennessee.

PARCEL THREE:

BEING Tracts Nos. 1 and 2 of the "Plat of Jarvis Testerman Farm", as shown by plat of record in Plat Book 2, page 217 in the Register's Office for Jefferson County, Tennessee, to which plat reference is here made for a more particular description. Said real estate bounded on the south by Witt Pike, on the north by Hickey, on the west by Jackson and on the east by Mrs. Lena Smith and John Hardy, with the exception of a 33 foot right of way running from the east boundary corner of Hardy and Smith line 715 feet to Jackson's line, same being the boundary line between Hardy and Smith in the form of a 33 foot road or right of way included in this deed, containing 56 acres, more or less.

BEING the same premises conveyed to Nina C. Snodgrass by deed of William Dale Snodgrass, dated 5/11/95, and recorded in Record Book 388, page 263 in the Register's Office for Jefferson County, Tennessee, to create a tenancy by the entirety. Reference is also made to deed to William Dale Snodgrass by deed of Huston G. Beckner and wife, Una V. Beckner, dated 8/15/64 and recorded in Deed Book 128, page 314 in the Register's Office for Jefferson County, Tennessee.

William D. Snodgrass died on October 20, 2011, while married to Nina Snodgrass, having never divorced. Nina Snodgrass died intestate on December 9, 2018, survived by one son, Michael Dale Snodgrass. Reference is made to Affidavit of Heirship of record in Record Book 1515, page 524 in the Register's Office for Jefferson County, Tennessee.

Heartland Title Services, Inc.

By: _____



Heartland Title Services, Inc.

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Old Republic National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
7. 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.
8. TRACT ONE (taxed as 35.5 acres):
2019 County Taxes are not paid - \$545.00 - receipt #29254
2018 County Taxes are past due - \$573.00 + penalty = \$676.20, thru February
Assessment \$24,900.00
Map 28 Parcel 3.00

TRACT TWO and TRACT THREE (taxed as 61.38 acres):
2019 County Taxes are not paid - \$1,044.00 - receipt #29256
2018 County Taxes are past due - \$1,153.00 + penalty = \$1,360.60, thru February
Assessment \$47,650.00
Map 27 Parcel 42.00

Subject to roll back taxes.

COUNTY DUE OCTOBER 1ST, DELINQUENT MARCH 1ST
9. 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.
10. 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 Michael Dale Snodgrass to proposed purchaser(s).
11. Payment of the Full consideration to, or for the account of, the grantors or mortgagors.

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SCHEDULE B
(Continued)

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. 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.
3. 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.
 - (1) Rights or claims of parties in possession not shown by the Public Records;
 - (2) 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;
 - (3) Taxes or special assessments which are not shown as existing liens by the Public Records;
 - (4) 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.
 - (5) Easements or claims of easements not shown by the Public Records.
4. Subject to the lien of 2020 taxes, which are not yet due and payable, and subsequent years.
5. 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.

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SCHEDULE B
(Continued)

6. Parcel One:
Subject to flowage easement and any flooding from the creek crossing subject property.
Subject to the right of way of Witt Road.
7. Parcel One:
Subject to sewer easement as conveyed by Record Book 368, page 384 in the Register's Office for Jefferson County, Tennessee, to the Town of White Pine.
8. Parcel Two:
Easements Shown by Plat Cabinet G, Slide 79:
Subject to flood zone area as depicted on plat
Subject to sewer line easement crossing lot as shown by plat
30 ft. front setback
7.5 ft. easement for utilities and drainage on all lines
9. Parcel Two:
Sewer Line Easement as set out in Record Book 373, pages 549 and 556 in the Register's Office for Jefferson County, Tennessee.
10. Parcel Two:
Terms, provisions, covenants, conditions restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Record Book 113, page 561, in the Register's Office of Jefferson 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.
11. Parcel Three:
Easements Shown by Plat Cabinet 2, page 217:
Subject to right of way of Witt Road.
Subject to flowage easement and any flooding from Long Creek as shown by plat.
12. 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.
13. 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.

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**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Tennessee Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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