

File No.: RUSSELL.PROPERTY

**COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO 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 EXTRACONTRACTUAL 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, CHICAGO TITLE INSURANCE COMPANY, a Florida 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.

CHICAGO TITLE INSURANCE COMPANY

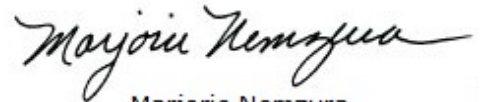
Issuing Agent:
Cumberland Valley Title Company
160 Valley St
Jacksboro, TN 37757
Tel:423-562-5187
Fax:423-562-4206

By:



Randy R. Quirk
President

Attest:



Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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.
- 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

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Commitment was first delivered to the Proposed Insured.

- 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 <<http://www.alta.org/arbitration>>.

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CHICAGO TITLE INSURANCE COMPANY

6840 Carothers Parkway, Suite 200, Franklin, TN 37067
(615)435-1100 FAX (615)435-1101

SCHEDULE A

File No.: RUSSELL.PROPERTY
Loan No.:

Commitment No.: RUSSELL.PROPERTY

1. Effective Date: October 6, 2021 at 08:00 AM

| | |
|-------------------------------------|--------|
| 2. Policy or Policies to be issued: | Amount |
| (a) <u> X </u> Owner's Policy () | \$TBD |
| Proposed Insured: | |
| TO BE DETERMINED | |

| | |
|--------------------------------|--------|
| (b) <u> X </u> Loan Policy () | Amount |
| Proposed Insured: | \$TBD |
| TO BE DETERMINED | |

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 Effective Date vested in:
Sharon Carson and Linda Russell and Vickie Russell-Wheeler (a/k/a Vickie Wheeler), by Quitclaim Deed from Faye Russell f/k/a Fae Russell, widow of Sam Russell, dated January 5, 2012, and recorded in Deed Book 470, Page 14, in the Register's Office for Campbell County, Tennessee, on January 5, 2012.

5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Chicago Title Insurance Company

By: Joseph G. Coker
Joseph G. Coker, President of Cumberland Valley
Title Company



**SCHEDULE B - SECTION I
REQUIREMENTS**

File No.: RUSSELL.PROPERTY

Commitment No.: RUSSELL.PROPERTY

Compliance with the following is required:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to-wit:
 - (a) Warranty Deed from Sharon Carson to [BUYER TO BE DETERMINED], conveying in fee simple the premises described in Schedule A hereof.
 - (b) Deed of Trust from [BUYER TO BE DETERMINED] to Cumberland Valley Title Company, Trustee for [LENDER TO BE DETERMINED], conveying the premises described in Schedule A hereof to secure payment of one promissory note in the principal sum of \$[LOAN AMOUNT TO BE DETERMINED].
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. 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 or exceptions.
6. Pay the following:
 - (a) Campbell County real property taxes for 2021 in the amount of \$415.00, Receipt Number 23460, Map and Parcel Number 120N-A-120N-007.00. Campbell County real property taxes for 2022 will become due on or about October 1, 2022, in the estimated amount of \$415.00.

END OF SCHEDULE B - SECTION I

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(RUSSELL.PROPERTY.PFD/RUSSELL.PROPERTY/2)

**SCHEDULE B - SECTION II
EXCEPTIONS**

File No.: RUSSELL.PROPERTY

Commitment No.: RUSSELL.PROPERTY

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

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. 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 Standard Exceptions (1), (4) and (5) unless a satisfactory survey and inspection of the premises is made.
 - (1) Rights or claims and parties in possession not shown by the Public Records.
 - (2) Any lien, or right to lien, for services, labor, material heretofore or hereafter furnished, imposed by law and not shown by the Public Record.
 - (3) Taxes or special assessments which are not shown as existing liens by the Public Record.
 - (4) Any encroachment, encumbrances, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
 - (5) Easement or claims of easement not shown by the Public Record.
3. 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.
4. Taxes for the year 2022 a lien, not yet due or payable.
5. Any mineral or mineral rights leased, granted or retained by the current or prior owners.
6. The Title Examiner is advised that Sam Russell was deceased on or about June 10, 2011, leaving his wife, Faye Russell (f/k/a Fae Russell) as the sole owner of the subject property as the surviving tenant by the entirety.
7. The Title Examiner is advised that Faye Russell (f/k/a Fae Russell) was deceased on or about January 23, 2021, and that the life estate interest in and to the subject property retained by Faye Russell in instrument of record in Deed Book 470, Page 14, in the Register's Office for Campbell County, Tennessee, is accordingly expired.

END OF SCHEDULE B - SECTION II

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(RUSSELL.PROPERTY.PFD/RUSSELL.PROPERTY/2)

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: RUSSELL.PROPERTY

Commitment No.: RUSSELL.PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CAMPBELL, STATE OF TENNESSEE, AND IS DESCRIBED AS FOLLOWS:

Situated in District Number Three (3) of Campbell County, Tennessee, and bounded and described as follows: Beginning on a stake in the road and being the Southwest corner of the tract of land set aside and conveyed to Buford A. Adkins, running thence North 89 deg. East 225 feet to a stake in the T.V.A. line, running thence South 1 deg. East 225 feet to a stake in the T.V.A. line, running thence West 238 feet to a stake in the road, running thence with the right of way North 2 deg. West 330 feet to the beginning corner.

Being the same property conveyed to Sharon Carson, Linda Russell, and Vickie Wheeler by Quitclaim Deed from Faye Russell f/k/a Fae Russell, widow of Sam Russell, dated January 5, 2012, and recorded in Deed Book 470, Page 14, in the Register's Office for Campbell County, Tennessee, on January 5, 2012.

JOSEPH G. COKER
ATTORNEY AT LAW
Post Office Box 134
Jacksboro, Tennessee 37757

Telephone: (423)562-5187
Facsimile : (423)562-4206

ATTORNEY'S REPORT ON TITLE

TO: Sharon Carson, Linda Russell, and Vickie Russell-Wheeler

RE: 293 Lake Lane, Caryville, TN 37714

This is to certify that I have made an examination of title to the real property presently titled to **Sharon Carson, Linda Russell, and Vickie Russell-Wheeler**, and as recorded in Deed Book **470**, Page **14**, in the office of the Register of Deeds for Campbell County, Tennessee, and find the title to be vested as set forth hereunder. I further certify that said examination covered a period from **March 24, 1956** through **October 6, 2021**, at 8 o'clock A.M. A copy of the description of subject land is as set forth on Exhibit One (1) attached hereto.

(1) ENCUMBRANCES

NONE

(2) TAXES

Presently assessed to: Faye Russell Life Estate
District Number : Three (3)
Tax Map and Parcel Number : 120N-A-120N-007.00

2021 County Taxes : UNPAID
Amount Due : \$415.00
Receipt Number : 23460

The above county taxes are payable to CAMPBELL COUNTY TRUSTEE, POST OFFICE BOX 72, JACKSBORO, TENNESSEE 37757.

The above amounts are current through the month of October, 2021.

Records in the office of the Clerk and Master show delinquent taxes as follows:

NONE

The above amounts are current through the month of October, 2021. Said taxes are payable to CLERK and MASTER of CAMPBELL COUNTY, POST OFFICE BOX 182, JACKSBORO, TENNESSEE 37757.

(3) COMMENTS

- (a) The Title Examiner is advised that Sam Russell was deceased on or about June 10, 2011, leaving his wife, Faye Russell (f/k/a Fae Russell) as the sole owner of the subject property as the surviving tenant by the entirety.
- (b) The Title Examiner is advised that Faye Russell (f/k/a Fae Russell) was deceased on or about January 23, 2021, and that the life estate interest in and to the subject property retained by Faye Russell in instrument of record in Deed Book 470, Page

14, in the Register's Office for Campbell County, Tennessee, is accordingly expired.

- (4) This Report on Title does not make any representation with regard to (A) any parties in possession; (B) deficiencies in quantities of land; (C) boundary line disputes; (D) roadways; (E) any unrecorded easements; (F) any unrecorded liens; (G) accuracy of the index books of the Register of Deed's Office for Campbell County, Tennessee; (H) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (I) any undisclosed heirs; (J) any fraud or forgery in connection with any of the instruments in the chain of title to the subject property; (K) mental incompetence; (L) confusion with regard to the name or proper identity of parties; (M) improprieties with regard to delivery of deed; (N) marital rights - spouse or former spouse of past owners not revealed in the instrument; (O) any instrument executed by a minor; (P) lack of corporate capacity in the event a corporation is in the chain of title to the subject property; (Q) mineral and/or mineral related rights; and (R) rights of any parties or persons under any other unrecorded deeds, mortgages, or other instruments of whatsoever type or nature; (S) easements for roadways, telephone, sewer, water, gas, electric, or other utilities, whether or not same be of public record; (T) the possibility of subject lands being subject to or sold for claims which might be filed in unprobated estates, if any; (U) any restrictions, zoning, or fitness for particular use, or the accuracy of the description, or of the amount of acreage or square footage, or of the compliance with any applicable planning commission regulations and requirements; and (V) any environmental issues or matters related thereto.
- (5) These items listed under Paragraph Four (4) above are matters which would not be revealed by an examination of the records in the Register of Deed's Office for Campbell County, Tennessee, and, therefore, matters in which I have no means of securing the necessary information. The matters under (A), (B), (C), (D), and (E) could be protected against by an accurate survey by a qualified licensed surveyor. Item (F), unrecorded liens, could be guarded against by inspection of the premises for newer improvements, and if such appear to have been present, the utilization of the notice of completion and waiting ten (10) days to close as per T.C.A. 66-11-143, et seq. The remaining items listed under Paragraph Four (4), (G) through (P), may be insured against by the utilization of title insurance, and should you desire more information in that regard, I would be pleased to discuss same with you and my position, if you desire, to arrange for title insurance to be secured.
- (6) The Title Examiner has not searched the records of any bankruptcy court and expresses no opinion as to whether or not any bankruptcy proceedings are either pending, imminent, or threatened or have been previously filed at any time in the past relative to any present or prior owner of any interest in and to the subject property, unless there has been a notice of filing of such bankruptcy case recorded in the office of the Register of Deeds for Campbell County, Tennessee.
- (7) This Report on Title is intended for the exclusive use of **Sharon Carson, Linda Russell, and Vickie Russell-Wheeler**, and makes no warranties, express or implied, to any other bank, corporation, group, person or persons, for any purpose whatsoever.
- (8) This Certificate of Title does not warrant against any claims known or unknown arising at any time as a result of the presence of toxic or hazardous substances or pollutants of any kind upon, within, or under the surface of said property, including prior usage as a "dump site" or as a landfill in whole or in part, nor does this Certificate of Title warrant against any claims known or unknown arising at any time as a result of violation of any Federal or State environmental laws or regulations, including "the Superfund" regulations, concerning environmental hazardous waste or toxic waste or substances or other pollutants and the regulation thereof.
- (9) The Title Examiner strongly recommends that any deeds, deeds of trust, or other appropriate documents resulting from any proposed transaction involving subject lands be recorded on public record immediately after closing said transaction in order to protect

against liens, encumbrances, or other events subsequent to closing which could affect the validity and/or priority of said documents.

- (10) It is strongly recommended that prior to closing, the findings on this Title Report be discussed with the buyer(s), seller(s), and/or borrower(s), as applicable, to inquire as to whether any conditions or matters not shown hereon are applicable to the subject lands, and, if so, please call or contact the undersigned immediately to discuss such information prior to closing.
- (11) The use of this Attorney's Report on Title is contingent upon receipt of payment in full by **Sharon Carson, Linda Russell, and Vickie Russell-Wheeler**. No use of this Attorney's Report on Title is authorized in any manner until payment in full is received and all information and all opinions stated herein are specifically disclaimed and shall not be relied upon in any manner or for any purpose unless payment in full has been received.

This 6th day of October, 2021.

to/ russell.property.293.lake.lane/cb



JOSEPH G. COKER
Attorney At Law