

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Tennessee Valley Title Insurance Co.
Issuing Office: 800 S. Gay Street, Suite 1700, Knoxville, TN 37929
Issuing Office's ALTA® Registry ID: 2715
Loan ID Number:
Commitment Number: 221393
Issuing Office File Number: 221393
Property Address: 1227 Little Valley Road, Blaine, TN

SCHEDULE A

1. Commitment Date: July 6, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: TO BE DETERMINED (IN AN AMOUNT TO BE DETERMINED)
Proposed Policy Amount:
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:
Jesse Berthiaume
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tennessee Valley Title Insurance Co.

By: Tracey M. Axtell
Tracey M. Axtell

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

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FirstAmerican Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Owner's Affidavit on attached form.
4. Cancellation and release of record Deed of Trust from Jesse Berthiaume, a single man, to Yale Riley, Trustee for Quickens Loans, Inc., in the original amount of \$356,250.00, dated January 23, 2018, and recorded in Book IN366, page 1589, in the Grainger County Register's Office.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit
 - a. Properly executed and recorded Warranty Deed from Jesse Berthiaume and spouse, if married, vesting fee simple title in a purchaser to be determined.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon (1) its review of the proposed documents creating the estate or interest to be insured, or (2) ascertaining other details of the transaction.

NOTE: CLT #092-032.00: 2021 Grainger County taxes have been paid in the amount of \$1,586.00.

NOTE: Rollback taxes are applicable.

**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. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
3. Rights or claims of parties in possession not shown by the public records.

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SCHEDULE B
(Continued)

4. Easements, or claims of easements, not shown by the public records.
5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
6. 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.
7. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report, Items 4 and 5 hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B - Section 1, Items 3 and 6 hereinabove may be amended and/or deleted.

8. Taxes for the year 2022, which are a lien, but not yet due or payable, and all taxes for subsequent years.
9. Any rollback taxes effective pursuant to Application for Greenbelt Assessment recorded in Book IN372, page 621, in the Grainger County Register's Office.
10. Rights of upper and lower riparian owners in and to the use of and the continued uninterrupted flow of Richland Creek flowing through subject property.
11. Rights of others in and title to any portion of subject property lying within the bounds of Little Valley Road.
12. The policy, when issued, will not insure the exact square footage and/or acreage set out in the description in Schedule A hereof.

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Commitment Number: 221393

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

SITUATED in the 3rd Civil District of Grainger County, Tennessee, and described as follows, to-wit:

Tract No. 1: BEGINNING at a point in the center of the bridge over Richland Creek, which is the point of intersection of the centerline of Richland Creek with the center of Little Valley Road; thence with the center of Richland Creek, ten calls and distances as follows: South 41 deg. 28 min. East, 187.7 feet; South 47 deg. 30 min. East, 277.14 feet; South 47 deg. 07 min. East, 444.67 feet; South 12 deg. 24 min. East, 192.69 feet; South 5 deg. 32 min. West, 112.7 feet; South 20 deg. 47 min. East, 167.44 feet; South 47 deg. 41 min. East, 383.21 feet; North 57 deg. 02 min East, 175.42 feet; North 42 deg. 10 min. East, 365.13 feet; and North 27 deg. 41 min. East, 210.47 feet to a point corner to Halman; thence with Halman, three calls and distances as follows: North 23 deg. 21 min. West, 102.16 feet to a 36 inch oak; thence with fence line North 13 deg. 40 min. 40 sec. West, 663.56 feet to a post; thence continuing with the fence and Halman North 13 deg. 50 min. 06 sec. West, 1074.64 feet to a point in the center of Little Valley Road; thence with said centerline five calls and distances as follows: South 34 deg. 35 min. West, 456.25 feet; South 37 deg. 59 min. West, 329.35 feet; South 48 deg. 56 min. West, 164.09 feet; South 60 deg. 55 min. 40 sec. West, 172.52 feet; and South 63 deg. 42 min. West, 165.3 feet to the place of BEGINNING, and according to the survey of Ronnie Keener, Surveyor, dated June 17, 1980, containing 37.18 acres, more or less.

THERE IS EXCEPTED from the above described property a right-of-way from Little Valley Road across said property which was excepted in Book 149, page 161, so far as said right-of-way crosses this particular property, if at all, an also subject to a 1/2 of Richland Creek so far as same is included in the above described, if at all.

Tract No. 2: BEGINNING at an iron pin on the southeastern right-of-way line of Little Valley Road, said iron pin being located in a southwesterly direction 2,066.78 feet, more or less, from the centerline of Spencer Road and being the common corner of property now or formerly owned by R. T. Holman (Deed Book 74, page 25); thence leaving the point of BEGINNING and the right-of-way line of Little Valley Road and continuing with the boundary line of R. T. Holman, South 22 deg. 10 min. 57 sec. East, a distance of 1330.33 feet to an iron pin; thence South 62 deg. 46 min. 21 sec. West, a distance of 478.85 feet to an iron pin, said pin lying in the boundary line of property now or formerly owned by Jimmy R. Taylor; thence leaving the boundary line of R. T. Holman and continuing with Taylor North 10 deg. 25 min. 51 sec. West, a distance of 1280.00 feet to an iron pin, said pin lying in the southeastern right-of-way of Little Valley Road; thence crossing Little Valley Road, North 07 deg. 47 min. 17 sec. West, a distance of 66.79 feet to an iron pin, said pin lying on the northwestern right-of-way of Little Valley Road and being the common corner of property now or formerly owned by Jimmy R. Taylor; thence leaving the northern right-of-way line of Little Valley Road and continuing with the boundary line of Taylor, the following three calls and distances: North 10 deg. 30 min. 08 sec. West, a distance of 467.83 feet to an iron pin; North 46 deg. 28 min. 20 sec. East, a distance of 364.31 feet to an iron pin; South 40 deg. 04 min. 30 sec. East, a distance of 352.26 feet to an iron pin, said pin lying on the northwestern right-of-way line of Little Valley Road; thence leaving the boundary line of Taylor and continuing with the northwestern right-of-way line of Little Valley Road, South 44 deg. 42 min. 12 sec. West, a distance of 379.49 feet to an iron pin; thence crossing Little Valley Road, South 29 deg. 16 min. 19 sec. East a distance of 52.37 feet to an iron pin said pin lying on the southeastern right-of-way line of Little Valley Road and also being the point of BEGINNING, containing 14.23 acres, more or less, according to the survey dated March 13, 2001, by Christopher L. Rudd, Surveyor, RLS No. 1842, CLR Land Surveyors whose address is 4617 Mill Branch Lane, Knoxville, Tennessee 37938, bearing Drawing No. 1842-C8056-A.

THERE IS EXCLUDED from the above described property that portion lying in the right-of-way line of Little Valley Road, said portion being more particularly described as follows:

BEGINNING at an iron pin on the southeastern right-of-way line of Little Valley Road, said pin lying in a southwesterly direction 2,066.78 feet, more or less, from the centerline of Spencer Road; thence continuing with the southeastern right-of-way of Little Valley Road, South 38 deg. 56 min. 41 sec. West, a distance of 247.00 feet to an iron pin, said pin being

EXHIBIT A
(Continued)


Commitment Number: 221393

the common corner of Jimmy R. Taylor; thence crossing Little Valley Road, North 07 deg. 47 min. 17 sec. West, a distance of 66.79 feet to an iron pin, said pin lying on the northwestern right-of-way line of Little Valley Road, North 38 deg. 56 min. 41 sec. East, a distance of 220.66 feet to an iron pin; thence crossing Little Valley Road, South 29 deg. 16 min. 19 sec. East, a distance of 52.37 feet to an iron pin, said pin lying on the southeastern right-of-way line of Little Valley Road and also being the point of BEGINNING, containing 0.26 acres, more or less, according to the survey dated March 13, 2001 by Christopher L. Rudd, Surveyor, RLS No. 1842, CLR Land Surveyors whose address is 4617 Mill Branch Lane, Knoxville, Tennessee, 37938, bearing Drawing No. 1842-C8056-A.

THERE IS FURTHER EXCLUDED from the above described property that portion conveyed to Rick Fawver and wife, Kelly D. Fawver by Warranty Deed from Jimmy Taylor and wife, Shirley Taylor, dated September 30, 2016, and recorded in Book IN357, page 1926, in the Grainger County Register's Office, and described as follows, to-wit

BEGINNING on an iron pin found in the northern right-of-way line of Little Valley Road, said iron pin being located 2280 feet, more or less, southwesterly from the intersection of Spencer Road and being a corner to the remaining property of Jimmy Taylor; thence with Taylor three calls as follows: North 10 deg. 30 min. 08 sec. West, 467.78 feet to an iron pin found; North 46 deg. 26 min. 49 sec. East, 364.14 feet to an iron pin found; South 40 deg. 07 min. 42 sec. East, 352.31 feet to an iron pin found, said pin being in the northern right-of-way line of Little Valley Road; thence leaving the property of Taylor and with said road, two calls as follows: South 44 deg. 41 min. 47 sec. West, 379.62 feet to a point in said road right-of-way and South 38 deg. 56 min. 41 sec. West, 220.66 feet to the point of BEGINNING, containing 3.948 acres, more or less.

BEING the same property conveyed to Jesse Berthiame by Warranty Deed from Jimmy R. Taylor and wife, Shirley A. Taylor, dated January 23, 2018, and recorded in Book IN366, page 1586, in the Grainger County Register's Office.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

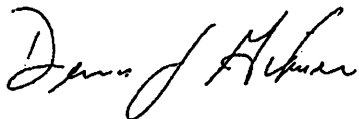
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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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;
- (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.
- (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

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- (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

Arbitration provision intentionally removed.

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