

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: 221453
Issuing Office File Number: 221453
Property Address: 2748 Harriman Highway, Harriman, TN 33852-5887

SCHEDULE A

1. Commitment Date: July 18, 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:
Bennie Edward Henley and Tracy Louann Dolan
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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First American 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. Payment of taxes as follows: CLT #011-089: 2021 Roane County taxes are due and delinquent in the amount of \$229.00 (July rate). 2020 Roane County taxes are due and delinquent in the amount of \$491.00 (July rate).
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 Bennie Edward Henley and Tracy Louann Dolan 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.

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.
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.

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SCHEDULE B
(Continued)

- 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. Easement contained in the deed recorded in Deed Book 1083, page 677, in the Roane County Register's Office.
- 10. 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: 221453

**EXHIBIT A
PROPERTY DESCRIPTION**

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

SITUATED, LYING AND BEING in the First (1st) Civil District of Roane County, Tennessee, and being more particularly described as follows, to-wit

BEGINNING in the south line of State Highway No. 61 where said highway right-of-way intersects the line of the property now owned by the grantor with said right-of-way line of the highway in an easterly direction to the line of Luther Nichols; thence with the Nichols line in a southerly or southeasterly direction to an iron pin in the line of the lands of the party of the second part; thence in a westerly direction with her line to the BEGINNING and being a three cornered tract of land lying on the southeast side of said highway and bounded on the other two sides of the lands of the party of the second part, Edith Gibson and Luther Nichols.


THERE IS EXCEPTED from the foregoing parcel that portion conveyed to Charles Johnson and wife, Mamie Johnson by Warranty Deed from Oscar Virgil Gibson and wife, Frances M. Gibson, dated October 15, 1984, and recorded in Deed Book Y, Series 16, page 26, in the Roane County Register's Office, and being more particularly described as follows, to-wit

BEGINNING at an iron pin in the west edge of Scandlyn Road approximately 138 feet from its intersection with Tennessee Highway 61, the northeast corner of the James property; thence South 77 deg. 00 min. West, along the James line a distance of 121.32 feet to a stake; thence North 09 deg. 49 min. West, along the Gibson line a distance of 130.9 feet to an iron pin at the edge of a gravel drive; thence North 86 deg. 48 min. East, along the drive a distance of 90.02 feet to a fence post at the edge of Scandlyn Road; thence South 25 deg. 23 min. East, along Scandlyn Road a distance of 118.12 feet to the point of BEGINNING, containing .30 acre.

The aforesaid .30 acre parcel tract conveyed to Johnson is benefited by an easement for ingress and egress encumbering the property conveyed herein, said easement being more particularly described as follows:

BEGINNING at the iron pin in the edge of the gravel drive, the northeast corner of the tract; thence North 09 deg. 49 min. West, a distance of 22.5 feet to the edge of the right-of-way of Tennessee Highway 61; thence North 88 deg. 53 min. East, along the edge of the highway a distance of 84.2 feet to the intersection with Scandlyn Road; thence South 25 deg. 23 min. East, along Sandlyn Road a distance of 20.8 feet to a fence post; thence South 86 deg. 48 min. West, along the edge of the gravel drive a distance of 90.02 feet to the point of BEGINNING.

BEING the same property conveyed to Bennie E. Henley by Quitclaim Deed from Linda C. Henley recorded October 21, 2004, in Deed Book 1083, page 677, in the Roane County Register's Office. George Bennie Henley (also known as Bennie E. Henley) died on or about December 7, 2020, intestate, leaving his two children, Bennie Edward Henley and Tracy Louann Dolan as his sole heirs at law. See Affidavits of Heirship recorded in Book 1798, page 376, and Book 1798, page 377, in the Roane County Register's Office. See also Quitclaim Deed from Bennie Edward Henley and Tracy Louann Dolan, being the heirs at law of George Bennie Henley, deceased, to Bennie Edward Henley and Tracy Louann Dolan, dated June 1, 2021, and recorded in Book 1804, page 925, in the Roane 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.

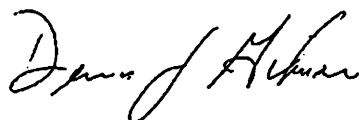
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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 adjoining 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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