

# Property Information Package



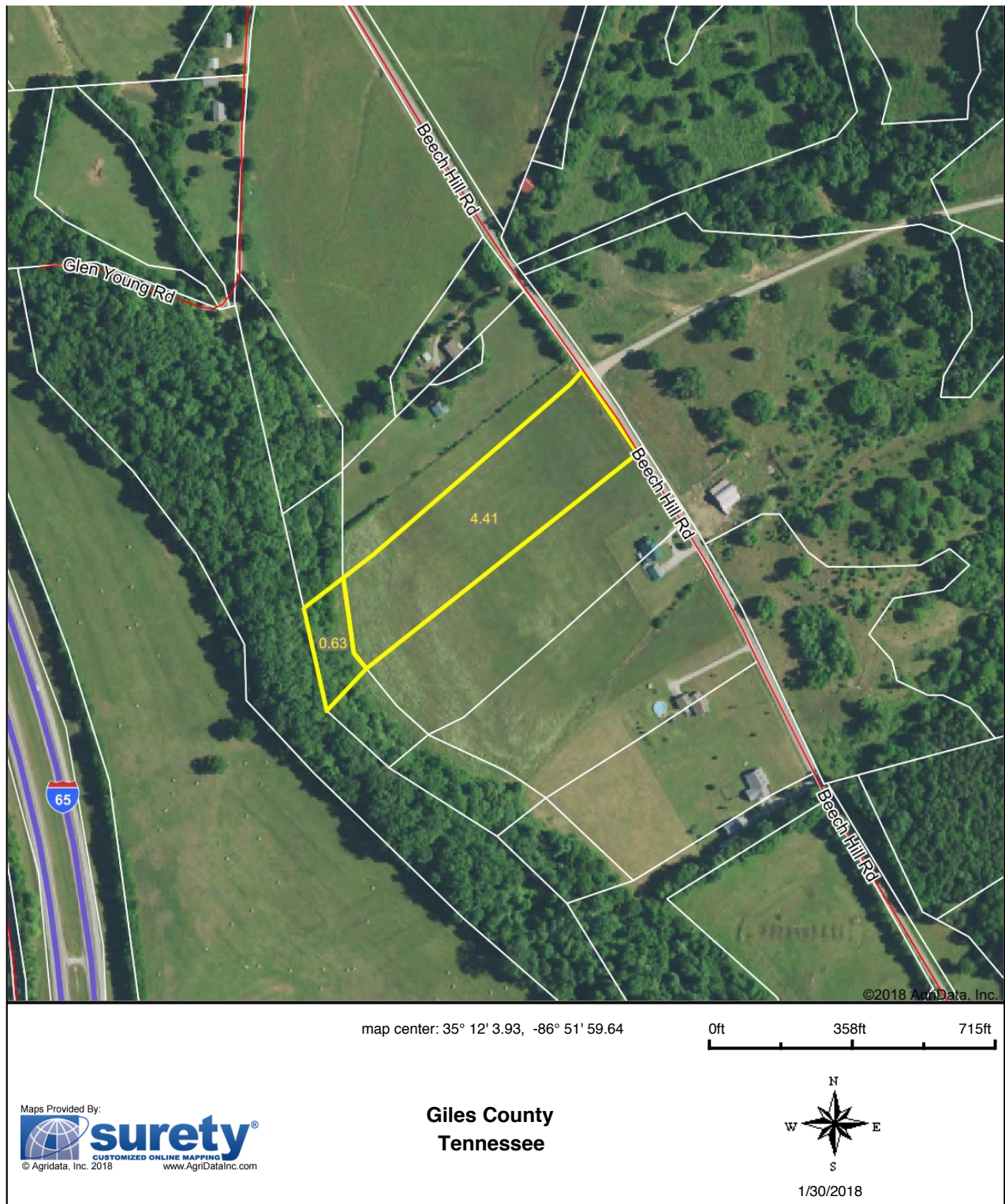
**5.0± Acres with Water and  
Electricity near Frankewing, TN**

# Table of Contents

Aerial Map	1
Application for Greenbelt Assessment - Agricultural	2
Closing Fee Schedule	5
Covenants, Conditions, Reservations and Restrictions	6
Invoice for Survey	11
Legal Description	12
Property Report	13
Right of Way Easement	17
Sample Agreement of Purchase and Sale	18
Soils Map	23
Survey	24
Title Commitment	25
Topography Map	30



# Aerial Map



Field borders provided by Farm Service Agency as of 5/21/2008.

# Application for Greenbelt Assessment - Agricultural

**McLEMORE**  
AUCTION  
COMPANY, LLC



www.mclmoreauction.com

## APPLICATION FOR GREENBELT ASSESSMENT - AGRICULTURAL

The Agricultural, Forest and Open Space Land Act of 1978 ("Greenbelt Law") permits qualifying land to be assessed for property taxes at its use value rather than its fair market value which might be based on a more intensive use. **YOU MAY BE LIABLE FOR "ROLLBACK" TAXES** later if the land approved for greenbelt is converted to other uses or disqualified for greenbelt as the result of a sale or otherwise. The amount due would be the tax saved during the last three years of greenbelt classification. Before applying, you should carefully review this application and additional information about the greenbelt program which should be provided by your assessor.

Since April 14, 1992, the law requires that property must be actually used as agricultural land in order to qualify for the agricultural use classification. It must be part of a farm "engaged in the production or growing of crops, plants, animals, nursery, or floral products." The assessor may presume that property is used as agricultural land if it earns an average annual gross agricultural income of \$1,500 or more over any three years in greenbelt. However, the assessor will also consider other available evidence indicating how the property is actually used. The assessor may ask you about property income, ownership and other information needed to determine how the property is used and how it should be valued. Complete the remainder of this application to have your property considered for greenbelt.

STATE OF TENNESSEE  
COUNTY OF **GILES**

### Description of Property

District/Ward	Map/Block/Group	Control Map	Parcel	Special Int.	Acreage
10	83	83	031.00	000	162.14ac

1. Name: GRAZIANO, Tony A. Edus  
2. Mailing Address: 31151 Commercial Dr. B. Source of Title: 313/660  
Andover, TN 37049 Deed Book: 309/596  
304/596  
324/860

3. Address of Property: Beach Hill Rd 7530 & 7533  
4. Total Acreage: 162.14ac

5. Approximate acreage in crop, pasture or other active farm use: 150+

6. Current crop(s) or other agricultural product(s) and expected yield or volume which will be sold: Cattle Hay 150+

BK/PG:GB8/141-141  
**07063089**

GR 1 PG BA: 16933
GR 2 PG BA: 11441 AS
VALUE 0.00
MTG TAX 0.00
TRN TAX 0.00
NDC FEE 10.00
DP FEE 0.00
REG FEE 0.00
TOTAL 10.00
RECORDED BY: KAY

7. Do you own other property in this county which has been approved for greenbelt? No

I certify that I am an owner of the property described above, that the information I have supplied for greenbelt is true and correct to the best of my knowledge and belief, and that I am presently agricultural land as described in the above instructions. I further certify that the property will produce income of at least \$1,500 per year on average over any three years if it is classified "greenbelt." I understand the assessor may presume the property is not used as agricultural land if the property does not produce this minimum income, unless I prove otherwise that the property is actually being used as a farm. I have read and understand the requirements for greenbelt eligibility and agree to notify the assessor of any change in the use or ownership of the property which might affect the eligibility of this property for greenbelt.

Dated: 8-8-07 Angeline Alegrandinis  
Property Owner

On this 8th day of Feb. 2007, before me personally appeared the above named property owner, to me known to be the person described in and who executed the foregoing certification and acknowledged its execution as (his) (her) free act and deed.

My commission expires: 3-18-07

Robert S. McGill  
Notary Public

THIS APPLICATION MUST BE ACCOMPANIED BY THE CURRENT RECORDED FEE, OR OTHER ARRANGEMENTS MADE FOR PAYMENT

OF SUCH FEE, THIS INSTRUMENT WAS PREPARED BY:

ASSESSOR'S USE: Approved ☒ Denied ☐

RBVD, 10/02 QT-0088

Robert S. McGill

Assessor of Property



07063089

GILES TAX ASSESSOR  
PICK UP

Book GB8 Page 141

Page 60 of 63



# Application for Greenbelt Assessment - Agricultural

**McLEMORE**  
AUCTION  
COMPANY, LLC



www.mclmoreauktion.com

## APPLICATION FOR GREENBELT ASSESSMENT - AGRICULTURAL

The Agricultural, Forest and Open Space Land Act of 1978 ("Greenbelt Law") permits qualifying land to be assessed for property taxes at its use value rather than its fair market value which might be based on a more intensive use. **YOU MAY BE LIABLE FOR "ROLLBACK" TAXES** later if the land approved for greenbelt is converted to other uses or disqualified for greenbelt as the result of a sale or otherwise. The amount due would be the tax saved during the last three years of greenbelt classification. Before applying, you should carefully review this application and additional information about the greenbelt program which should be provided by your assessor.

Since April 14, 1992, the law requires that property must be actually used as agricultural land in order to qualify for the agricultural use classification. It must be part of a farm "engaged in the production or growing of crops, plants, animals, nursery, or floral products." The assessor may presume that property is used as agricultural land if it earns an average annual gross agricultural income of \$1,500 or more over any three years in greenbelt. However, the assessor will also consider other available evidence indicating how the property is actually used. The assessor may ask you about property income, ownership and other information needed to determine how the property is used and how it should be valued. Complete the remainder of this application to have your property considered for greenbelt.

STATE OF TENNESSEE

COUNTY OF GILES TAX YEAR 2013  
Description of Property

District/Ward	Map/Block/Group	Control Map	Parcel	Special Int.	Acres
10	083	083	031.00	000	162.00

1. Name: Alejandrino, Angelina <sup>(Now known as)</sup> Orgera, Angelina Alejandrino

2. Mailing Address: 7390 Beech Hill Rd  
Pulaski, TN 38478

8. Source of Title: 348  
Deed Book: 275  
Page:

3. Address of Property: Beech Hill Rd 7393/7390

4. Total Acreage: 162.00

5. Approximate acreage in crop, pasture or other active farm use: 160.00

6. Current crop(s) or other agricultural product(s) and expected yield or volume which will be sold: BK/PG: GB9/505-505

Product	Expected Yield or Sales
<u>hay</u>	
<u>horses</u>	

13092264

GR 1 PG BA:40944	
01/18/2013 12:35 PM	
VALUE	0.00
REG. TAX	0.00
REC. FEE	10.00
DP FEE	2.00
REG. FEE	0.00
TOTAL	12.00
RECORDED BY: KAY	

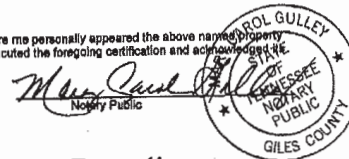
7. Do you own other property in this county which has been approved for greenbelt? No

I certify that I am an owner of the property described above, that the information I have supplied applying for greenbelt is true and correct to the best of my knowledge and belief, and that property as agricultural land as described in the above instructions. I further certify that the agricultural income of at least \$1,500 per year on average over any three years it is classified as agricultural land if the property does not produce this minimum income, unless I prove otherwise that the property is actually being used as a farm. I have read and understand the requirements for greenbelt eligibility and agree to notify the assessor of any change in the use or ownership of the property which might affect the eligibility of this property for greenbelt.

Dated: 1-18-13 Alejandrino  
Orgera  
PROPERTY OWNER PRINTED NAME

On this 18th day of January, 2013, before me personally appeared the above named property owner, to me known to be the person described in and who executed the foregoing certification and acknowledged the execution as (his) (her) free act and deed.

My commission expires: 03-23-15



Tommy Hyatt  
Assessor of Property

THIS APPLICATION MUST BE ACCOMPANIED BY THE CURRENT RECORDATION FEE, OR OTHER ARRANGEMENTS MADE FOR PAYMENT

OF SUCH FEE, THIS INSTRUMENT WAS PREPARED BY: me

ASSESSOR'S USE: Approved ☒ Denied ☐

RSVD. 10/92 CT-0068

13092264

GILES ASSESSOR  
PICK UP

Book GB9 Page 505

Page 61 of 63

# Application for Greenbelt Assessment - Agricultural

**McLEMORE**  
AUCTION  
COMPANY, LLC



www.mclmoreauktion.com

## APPLICATION FOR GREENBELT ASSESSMENT - AGRICULTURAL

The Agricultural, Forest and Open Space Land Act of 1976 ("Greenbelt Law") permits qualifying land to be assessed for property taxes at its use value rather than its fair market value which might be based on a more intensive use. **YOU MAY BE LIABLE FOR "ROLLBACK" TAXES** later if the land approved for greenbelt is converted to other uses or disqualified for greenbelt as the result of a sale or otherwise. The amount due would be the tax saved during the last three years of greenbelt classification. Before applying, you should carefully review this application and additional information about the greenbelt program which should be provided by your assessor.

Since April 14, 1992, the law requires that property must be actually used as agricultural land in order to qualify for the agricultural use classification. It must be part of a farm "engaged in the production or growing of crops, plants, animals, nursery, or forest products." The assessor may presume that property is used as agricultural land if it earns an average annual gross agricultural income of \$1,600 or more over any three years in greenbelt. However, the assessor will also consider other available evidence indicating how the property is actually used. The assessor may ask you about property income, ownership and other information needed to determine how the property is used and how it should be valued. Complete the remainder of this application to have your property considered for greenbelt.

STATE OF TENNESSEE  
COUNTY OF **GILES**

Description of Property  
10 83 83 31.00 143.65  
District/Ward Map/Block/Group Control Map Parcel Special Int. Acres

1. Name GRAZIANO, Tony A. ET ux ANGELINA

2. Mailing Address: 31151 Commercial Dr 8. Source of Title:  
Armore Deed Book: 304  
TN 38449 Page: 596

3. Address of Property East Beach Hill 7590

4. Total Acreage: \_\_\_\_\_

5. Approximate acreage in crop, pasture or other active farm use: 143.65

6. Current crop(s) or other agricultural product(s) and expected yield or volume which will be sold: Cattle Expected Yield or Sales \_\_\_\_\_  
State of Tennessee: County of GILES  
Received for record the 05 day of  
NOVEMBER 2002 at 4:01 PM. (REC# 33381)  
Recorded in official records  
Book 886 pages 473-473  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 12.00, Total \$ 12.00.  
Register of Deeds KAY GIBBONS  
Deputy Register TANNY HULTON

7. Do you own other property in this county which has been approved for greenbelt? No

I certify that I am an owner of the property described above, that the information I have supplied to the assessor in applying for greenbelt is true and correct to the best of my knowledge and belief, and that I am presently using said property as agricultural land as described in the above instructions. I further certify that the property will produce gross agricultural income of at least \$1,600 per year on average over any three years it is classified "greenbelt." I understand the assessor may presume the property is not used as agricultural land if the property does not produce this minimum income, unless I prove otherwise that the property is actually being used as a farm. I have read and understand the requirements for greenbelt eligibility and agree to notify the assessor of any change in the use or ownership of the property which might affect the eligibility of this property for greenbelt.

Dated: 11-05-02

Tony Graziano  
Property Owner

On this 05 day of Nov 2002, before me personally appeared the above named property owner, to me known to be the person described in and who executed the foregoing certification and acknowledged its execution as (his) (her) free act and deed.

My commission expires: 4-21-2003

Mary Carol Gullett  
Notary Public

THIS APPLICATION MUST BE ACCOMPANIED BY THE CURRENT RECORDATION FEE, OR OTHER ARRANGEMENTS MADE FOR PAYMENT OF SUCH FEE. THIS INSTRUMENT WAS PREPARED BY: \_\_\_\_\_

ASSESSOR'S USE: Approved ☒ Denied ☐

RSVD, 10/92 CT-0088

**WILLIAM C. GORDON**  
Assessor of Property  
Giles County  
P.O. Box 678  
Pulaski, TN 38478



BK 886 PG 473

Page 62 of 63

# Closing Fee Schedule



## FIRST TITLE AND ESCROW COMPANY, INC.

3811 Bedford Avenue, Suite 205  
Nashville, Tennessee 37215  
Tel: 615-383-4429  
Fax: 615-383-2605

GEORGE E. MUDTER, JR.

WRITER'S E-MAIL: gem@mudter.com

June 6, 2017

Mr. Will McLemore  
McLemore Auction Company, LLC  
470 Woodycrest Avenue  
Nashville, TN 37210  
VIA EMAIL: [will@mclimoreauktion.com](mailto:will@mclimoreauktion.com)

## FEE SCHEDULE

### CLOSING FEES

- Sale closing, including preparation of deed:	\$425.00
- Loan closing:	\$425.00
- Courier fees:	\$50.00
- Wire fees:	\$20.00 per wire

### TITLE INSURANCE

- Premiums based on filed rates.
- Calculation based on purchase price or loan amount.
- Quotes available by email.

No additional charges for releases or powers of attorney.



# Covenants, Conditions, Reservations and Restrictions

**McLEMORE**  
AUCTION  
COMPANY, LLC



www.mclmoreauktion.com

TRACT 2

## THIS INSTRUMENT PREPARED BY:

HENSON, STACK & SPEER, PLLC  
ATTORNEYS AT LAW  
118 SOUTH SECOND STREET  
PULASKI, TN 38478

State of Tennessee, County of GILES  
Received for record the 11 day of  
APRIL 2003 at 12:15 PM. (RECH 36613)  
Recorded in official records  
Book 0309 pages 596- 600  
State Tax \$ 102.12 Clerks Fee \$ 1.00,  
Recording \$ 27.00, Total \$ 130.12,  
Register of Deeds KAY GIBBONS  
Deputy Register

GRANTOR (S): MORRIS EDWARD HARWELL, ET AL

TO.....DEED

GRANTEE (S): TONY A. GRAZIANO, ET UX

FOR AND IN CONSIDERATION of the sum of \$27,600.00 and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, and other consideration hereinafter mentioned, the grantor (s), Morris Edward Harwell, Martha Joyce Harwell Henson, and Rolly Marks Harewell, has bargained and sold and does hereby bargain, sell and convey and confirm unto Tony A. Graziano and wife, Angelina I. Alejandrino, their heirs and assigns, in fee simple forever, all right, title and interest, and estate in and to the following described real estate:

A CERTAIN TRACT OF LAND LYING IN THE 10TH CIVIL DISTRICT OF GILES COUNTY, TENNESSEE ON THE WEST SIDE OF BEECH HILL ROAD, AND BEING A PORTION OF THE LANDS CONVEYED TO MARTHA J. HARWELL HENSON, ET AL, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT P.K. NAIL IN THE CENTERLINE OF BEECH HILL ROAD, SAID P.K. BEING LOCATED SOUTH 30 DEGREES 44 MINUTES 06 SECONDS EAST 1273.01 FEET FROM THE CENTERLINE INTERSECTION OF BEECH HILL ROAD AND GLEN YOUNG ROAD, SAID P.K. BEING THE SOUTHEAST CORNER OF A 5.00 ACRE TRACT AND THE NORTHEAST CORNER OF THE SAID TRACT THENCE LEAVING SAID P.K. WITH THE CENTERLINE OF BEECH HILL ROAD, SOUTH 33 DEGREES 55 MINUTES 34 SECONDS EAST 86.31 FEET, SOUTH 32 DEGREES 21 MINUTES 22 SECONDS EAST 130.09 FEET, SOUTH 30 DEGREES 40 MINUTES 48 SECONDS EAST 186.54 FEET TO AND P.K. NAIL, THE SAID P.K. BEING THE SOUTHEAST CORNER OF THE SAID TRACT, THENCE LEAVING THE SAID P.K. NAIL WITH THE NORTH LINE OF BRENDA TATE (DB.301 PG.833), SOUTH 58 DEGREES 32 MINUTES 03 SECONDS WEST 1145.08 FEET TO AN IRON ROD FOUND IN A FENCE, THE SAID ROD BEING THE SOUTHWEST CORNER OF THE SAID TRACT, THENCE LEAVING THE SAID ROD WITH A FENCE, NORTH 39 DEGREES 11 MINUTES 59 SECONDS WEST 89.48, NORTH 08 DEGREES 04 MINUTES 43 SECONDS WEST 254.85 FEET TO AND IRON ROD, THE SAID ROD BEING THE NORTHWEST CORNER OF THE SAID TRACT, THENCE LEAVING THE SAID ROD WITH A FENCE, NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST 13.00 FEET (IRON ROD) THENCE LEAVING THE SAID FENCE, NORTH 54 DEGREES 02 MINUTES 14 SECONDS EAST 1043.09 FEET TO THE POINT OF **BEGINNING** AND CONTAINING 9.20 ACRES BE IT THE SAME MORE OR LESS AS PER SURVEY OF THE OFFICE OF JAMES E. SANDERS T.R.L.S. #31

Being a portion of the same property acquired by Martha J. Harwell Henson, Et Al, herein by Deed of record in Deed Book 198, Page 863, Register's office in Giles County Tennessee, which is the source of the above description.

Map No.83, Parcel No.31 (Portion of)

This property is subject to the attached covenants, conditions, reservations, and restrictions. (See Attached)

BK D309 PG 596

Page 49 of 63

036513  
FIRST REALTY GROUP LLC  
PO BOX 303  
PULASKI TN 38478  
PICK UP





TO HAVE AND TO HOLD the above described real estate, together with all improvements situated thereon and appurtenances thereunto belonging, unto the said assigns, in fee simple forever.

WE COVENANT with the said grantee (s) that we are lawfully seized and possessed of the above described real estate; that Morris Edward Harwell, Martha Joyce Harwell Henson and Rolly Marks Harwell have a good and lawful right to sell and convey the same; and that the same is unencumbered.

FURTHER COVENANT and bind Morris Edward Harwell, Martha Joyce Harwell Henson and Rolly Marks Harwell their heirs and representatives to forever warrant and defend the title to said real estate unto the said grantee (s), heirs and assigns, against the lawful claims of all persons whomsoever.

POSSESSION PASSES WITH THE DELIVERY OF THIS DEED

TAXES for the year 2003 will be prorated

WITNESS OUR HANDS THIS 9<sup>th</sup> DAY OF APRIL, 2003.

Martha Joyce Harwell Henson  
MARTHA JOYCE HARWELL HENSON

Robert L. Henson  
ROBERT L. HENSON

Morris Edward Harwell  
MORRIS EDWARD HARWELL

Evelyn W. Harwell  
EVELYN W. HARWELL

Rolly Marks Harwell  
ROLLY MARKS HARWELL

Xenia S. Harwell  
XENIA S. HARWELL

BY: Morris E. Harwell  
Morris E. Harwell, Attorney in Fact for  
Rolly Marks Harwell of record in Trust  
Book 337, Page 273, Register's Office,  
Lawrence County, Tennessee.

BY: Morris E. Harwell  
Morris E. Harwell, Attorney in Fact for  
Xenia S. Harwell, of record in Trust Book  
337, Page 273, Register's Office, Lawrence  
County, Tennessee.

STATE OF TENNESSEE  
COUNTY OF GILES

On this 9<sup>th</sup> day of April, 2003, before me Peggy J. Mabie, a Notary Public in and for said County and State, personally appeared Martha Joyce Harwell Henson, and husband, Robert L. Henson and Morris Edward Harwell and wife, Evelyn W. Harwell, to me known or proved to me on the basis of satisfactory evidence to be the persons described in and who acknowledged that they executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and for the purposes herein contained and expressed. Witness my hand and seal in the City of Pulaski, in the State of Tennessee.

Peggy J. Mabie  
NOTARY PUBLIC  
My Commission Expires 4-19-04

STATE OF TENNESSEE  
COUNTY OF GILES

On this 9<sup>th</sup> day of April, 2003, before me Peggy J. Mabie, a Notary Public in and for said County and State, personally appeared Morris E. Harwell, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Rolly M. Harwell and wife, Xenia S. Harwell, and acknowledged that he executed the same as the free act and deed of the said Rolly M. Harwell and wife, Xenia S. Harwell. Witness my hand and seal in the City of Pulaski, in the State of Tennessee.

BK D309 PG 597

Page 50 of 63



# Covenants, Conditions, Reservations and Restrictions

**McLEMORE**  
AUCTION  
COMPANY, LLC



www.mclmoreauction.com

Peggy J. Malone  
NOTARY PUBLIC  
My Commission Expires: 4-19-04

PERSON(S) RESPONSIBLE FOR TAXES:

Tony Lasziano  
31151 Commercial Dr.  
Adrian, TN 38449

ADDRESS OF PROPERTY:

7591 Beech Hill Rd.  
Pulaski, TN 38428

STATE OF TENNESSEE:  
COUNTY OF GILES:

I hereby swear that the actual consideration or true value of this property transfer,  
whichever is greater is \$27,600.00, Affiant Tony Lasziano

Subscribed and sworn to me this the 10th day of April, 2003.

Peggy J. Malone  
NOTARY PUBLIC  
My commission expires: 4-19-04

DEED PREPARED FROM INFORMATION SUPPLIED BY THE PARTIES. NO TITLE  
SEARCH WAS REQUESTED.

RECORDED AT  
GILES COUNTY  
RECORDS & CLERK'S OFFICE  
DATE 4/11/03  
BY 100-6-03 (portion)  
MAP & PARCELS

BK D309 PG 598

Page 51 of 63





## COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons having claim under them and shall run for a period of twenty-five (25) years from the date of December 4, 2000. After which the time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by two-thirds majority of the then property owners of the tracts has been recorded agreeing to change said covenants in whole or in part.
2. All residences shall be connected to the public water and sewer facilities provided and shall be subject to all requirements, easements, and notes on recorded plat.
3. No tract shall be re-divided as to create a tract containing less than five (5) acres; however, tract owners may combine two or more adjacent tracts so as to form one larger tract for a single purpose family dwelling which shall nevertheless be subject to the conditions and restrictions set out herein. No lot or portion of a lot may be used as a street or alley.
4. It is understood, and agreed upon that any residence shall contain a minimum of fourteen hundred (1400) square feet. This area does not include porches, decks, garages, etc, and shall be actual living area.
5. No tract or portion or combination of tracts shall be used for the raising or keeping of poultry, swine, sheep, or goats. However this covenant does not prevent the keeping of birds, cats, or dogs provided they are not bred or maintained for any commercial purpose.
6. No noxious or offensive trade or activity shall be carried on upon any tract nor shall any thing be done which may be an annoyance or a nuisance to a residential neighborhood. No business of any type shall be conducted on any tract. No disabled vehicles of any nature shall be allowed to remain on any tract. No mining or excavating except that required for residential building or landscaping is permitted.
7. No trailer, basement, tent, shack, garage, or other outbuilding erected on any tract shall, at any time, be used as a residence, including houses that are not completed as per plans and specs within six months of occupancy.
8. It is further understood and agreed that any violation of the foregoing restrictions and covenants shall place the grantees in the position of being liable to suit by any person or persons owning any other tract or tracts in the adjacent property and they shall have the right to prosecute any proceedings in law or in equity against the persons violating or attempting to violate such conditions and restrictions, and either prevent him from so doing or to recover damages in the event of such violation.
9. Any tract purchased but not built upon must be kept in neat appearance.
10. No duplexes, modular homes or mobile homes, or rental houses are allowed, except owner may rent house on a temporary basis only. Only single family dwellings are allowed, one per five acre tract.
11. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
12. Garbage containers or trash bags or piles of trash shall not be placed on the side of the street except on the morning of "trash pickup day" and all empty containers shall be removed the same day they are emptied. On "pickup day" the cans, bags or piles shall remain back of the ditch line and not on the street.
13. All foundations must have brick veneer. All exterior of residences are to be constructed of wood, vinyl, brick veneer or a combination of the above.

BK D309 PG 599

Page 52 of 63







14. A perpetual easement for the construction of and maintenance of utilities such as electric, water, sewer, and gas is reserved for all tracts.

15. Any outbuilding must be constructed not less than 50 feet from the rear of the residence.

16. No dwelling or other structure shall be constructed closer than 150 feet from the margin of the road which gives access to the property and shall be constructed no closer than 50 feet from the rear property line.

BK D309 PG 600

Page 53 of 63



# Invoice for Survey

Hoffman Land Surveying  
3 Prospect Road  
Fayetteville, TN 37334

## Invoice

Date	Invoice #
11/20/2017	17L-176 (6)

Bill To
Angelina Alejandrino 7590 Beech Hill Road Pulaski, TN 38478

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Metes and Bounds survey and description of tract 6 on Beech Hill Road in Giles County, TN containing 5.00 acres	515.00	515.00

Thank you for your business.

Phone #	Fax #	E-mail	<b>Total</b>	\$515.00
931-433-3343	931-433-0301	surveyorhoffe@yahoo.com		



# Legal Description

Being a tract or parcel of land located in the 10<sup>th</sup> Civil District of Giles County, Tennessee on Tax Map 83; Parcel 31.00 recorded in Deed Book 348; Page 275 in the Registers Office of Giles County being more particularly described as follows:

## TRACT 6

Beginning a mag nail (set) in the center of Beech Hill Road being the southeast corner of the Joseph Bowles property recorded in Deed Book 372; Page 803 in the Registers Office of Giles County and the northeast corner of the tract herein described thence with the center said road South 34 degrees 57 minutes 39 seconds East 137.29 feet to a point; thence South 32 degrees 53 minutes 39 seconds East 68.68 feet to a mag nail (set) in the center of said road being the southeast corner of the tract herein described; thence leaving said road with a new division line South 53 degrees 37 minutes 29 seconds West 25.00 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence South 53 degrees 37 minutes 31 seconds West 1115.04 feet to a ½" iron rod (set) by a 28" Hackberry in fence capped "Hoffman" RLS 2605 being a point on the east line of the Dennis Parr property recorded in Deed Book 358; Page 659 in the Registers Office of Giles County and the southwest corner of the tract herein described; thence with the east line of said Bledsoe property following the meanders of an establish fence North 13 degrees 48 minutes 01 seconds West 28.08 feet to a 10" Maple in fence; thence North 07 degrees 54 minutes 43 seconds West 89.87 feet to a 8" Hackberry in fence; thence North 08 degrees 42 minutes 36 seconds West 47.80 feet to a 8" Maple in fence; thence North 16 degrees 55 minutes 53 seconds West 50.54 feet to a ½" iron rod (found) by a 12" Hackberry at fence corner being the northwest corner of the tract herein described; thence North 81 degrees 30 minutes 33 seconds East 12.29 feet to a ½" iron rod (found) by a twin Poplar in fence; thence North 00 degrees 09 minutes 32 seconds East 3.93 feet to a ½" iron rod (found) by a 31" Poplar in fence capped 31 being the southwest corner of said Bowles property; thence leaving said fence with the south line of said Bowles property North 52 degrees 53 minutes 04 seconds East 1041.87 feet to the point of beginning containing 5.00 acres as per survey of Jonathan M. Hoffman, Registered Land Surveyor in the State of Tennessee, License #2605.



# Property Report



Thursday, September 07, 2017

## LOCATION

**Property Address** 7590 Beech Hill Rd # 7593  
Pulaski, TN 38478-7018



## Subdivision

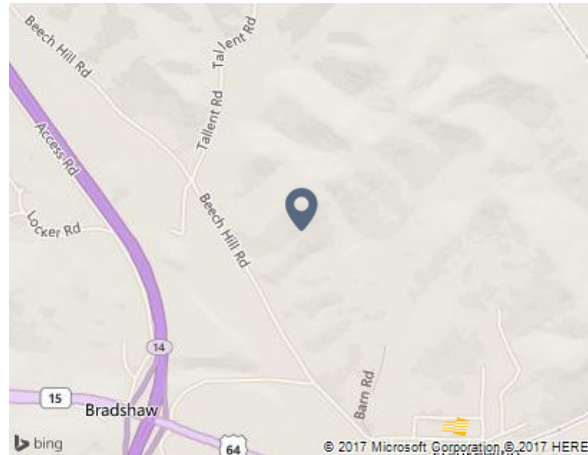
**County** Giles County, TN

## PROPERTY SUMMARY

**Property Type** Agricultural  
**Land Use** Agriculture And Related Activities  
**Improvement Type** Single Family  
**Square Feet** 8907

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** 083 031.00  
**Special Int** 000  
**Alternate Parcel ID**  
**Land Map** 083  
**District/Ward** 10  
**2010 Census Trct/Blk** 9203/1  
**Assessor Roll Year** 2017



## CURRENT OWNER

**Name** Alejandrino Angelina C/O Angelina Orgera  
**Mailing Address** 7590 Beech Hill Rd  
Pulaski, TN 38478-7018

## SALES HISTORY THROUGH 07/21/2017

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
9/7/2011		Alejandrino Angelina				348/275
2/16/2006	\$135,250	Graziano Tony A Et Ux Angelina I Alejandrino		Warranty Deed		324/260
2/12/2004	\$12,750	Graziano Tony A Et Ux Angelina I Alejandrino		Warranty Deed		313/660
4/9/2003	\$27,600			Warranty Deed		309/596
3/12/2002	\$175,971	Graziano Tony A Et Ux Angelina I Alejandrino		Warranty Deed		304/596
11/12/1999		Harwell Morris E Etal				294/222
1/10/1975		Harwell Morris E Etal				198/863

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2017	<b>Assessment Year</b>	2017		
<b>Appraised Land</b>	\$120,800	<b>Assessed Land</b>		Giles	2.9711
<b>Appraised Improvements</b>	\$1,039,400	<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$1,160,200	<b>Total Assessment</b>	\$290,050		
<b>Appraised Land Market</b>	\$336,200	<b>Exempt Amount</b>			
<b>Total Appraised Market</b>	\$1,375,600	<b>Exempt Reason</b>			

## TAXES

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Information Deemed Reliable But Not Guaranteed.

Page 17 of 63



# Property Report

## Property Report for 7590 BEECH HILL RD # 7593. cont.

Tax Year	City Taxes	County Taxes	Total Taxes
2016		\$8,170.53	\$8,170.53
2015		\$7,620.53	\$7,620.53
2014		\$7,620.53	\$7,620.53
2013		\$5,984.19	\$5,984.19

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#	Assignments/ Releases
04/12/2013	\$150,000	Orgera Angelina I Orgera Michael Adam	First National Bank Of Pulaski	DT509/416 13093524	
<b>03/22/2012</b>	<b>\$470,000</b>	Alejandrino Angelina Orgera Michael Adam	First National Bank	497/634 12088667	R
06/16/2011	\$328,704	Alejandrino Angelina I Graziano Tony A	First National Bank Of Pulaski	DT490/162 11085297	
03/12/2002	\$131,978	Graziano Tony A Etux	Farm Credit Services	DT337/536	R
08/01/2001	\$86,400	Tate Wendell & Brenda	Community Bank	325/525	

### ASSIGNMENTS & RELEASES

Mortgage Date	New Lender	Original Lender	Borrower	Book/Page or Document#	Recorded Date	Document Type
03/22/2012		First National Bank	Orgera Michael Adam	R65/655 14100047	9/18/2014	Release
03/12/2002		Farm Credit Services Of Mid America Fica	Graziano Tony A Alejandrino Angelian J	60/856 11085352	6/22/2011	Release

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Single Family	Condition	Average	Units	
Year Built	2003	Effective Year	2003	Stories	2
BRs		Baths	F H	Rooms	
Total Sq. Ft.	6,492				
Building Square Feet (Living Space)			Building Square Feet (Other)		
Base 2414			Garage Finished 1242		
Base Semi Finished 2414			Open Porch Finished 370		
Upper Story Finished 1664					

#### - CONSTRUCTION

Quality	Above Average	Roof Framing	Gable/Hip
Shape	Extremely Irregular	Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Maximum
Common Wall		Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Drywall
Floor System	Wood W/ Sub Floor	Air Conditioning	Cooling Split
Exterior Wall	Stone/Brick	Heat Type	Heat Split
Structural Framing		Bathroom Tile	Floor-1/2 Wall
Fireplace	Y	Plumbing Fixtures	19

#### - OTHER

Occupancy	Occupied	Building Data Source	Owner
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### PROPERTY CHARACTERISTICS: BUILDING

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Information Deemed Reliable But Not Guaranteed.



# Property Report



## Property Report for 7590 BEECH HILL RD # 7593, cont.

### Building # 2

<b>Type</b>	Single Family	<b>Condition</b>	Average	<b>Units</b>	
<b>Year Built</b>	2001	<b>Effective Year</b>	2001	<b>Stories</b>	2
<b>BRs</b>		<b>Baths</b>	F H	<b>Rooms</b>	
<b>Total Sq. Ft.</b>	2,415				
<b>Building Square Feet</b> (Living Space)			<b>Building Square Feet</b> (Other)		
Base 1599			Open Porch Finished 200		
Upper Story Finished 816					

### - CONSTRUCTION

<b>Quality</b>	Average	<b>Roof Framing</b>	Gable/Hip
<b>Shape</b>	L-Shaped	<b>Roof Cover Deck</b>	Prefin Metal Crimped
<b>Partitions</b>		<b>Cabinet Millwork</b>	Above Average
<b>Common Wall</b>		<b>Floor Finish</b>	Carpet Combination
<b>Foundation</b>	Continuous Footing	<b>Interior Finish</b>	Drywall
<b>Floor System</b>	Wood W/ Sub Floor	<b>Air Conditioning</b>	Cooling Split
<b>Exterior Wall</b>	Siding Average	<b>Heat Type</b>	Heat Split
<b>Structural Framing</b>		<b>Bathroom Tile</b>	
<b>Fireplace</b>	Y	<b>Plumbing Fixtures</b>	11

### - OTHER

<b>Occupancy</b>	Occupied	<b>Building Data Source</b>	Inspection
------------------	----------	-----------------------------	------------

### PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Attached Shed	60X24	2006	GOOD
Attached Shed	30X60	2004	GOOD
Attached Shed	30X60	2004	GOOD
Farm Shop	60X100	2004	GOOD
Farm Shop	60X40	2006	GOOD
Attached Shed	60X24	2006	GOOD
Loft Barn	36X50	1974	POOR
Attached Shed	40X50	1974	POOR
Patio	12X22	2003	AVERAGE
Wood Deck	12X24	2003	AVERAGE
Detached Garage Finished	25X30	2013	AVERAGE
Wood Deck	4X18	2001	AVERAGE
Wood Deck	8X20	2001	AVERAGE

### PROPERTY CHARACTERISTICS: LOT

<b>Land Use</b>	Agriculture And Related Activities	<b>Lot Dimensions</b>	
<b>Block/Lot</b>		<b>Lot Square Feet</b>	7,056,692
<b>Latitude/Longitude</b>	35.202800°/-86.861757°	<b>Acreage</b>	162

Type	Land Use	Units	Tax Assessor Value
Rotation		21	\$25,704
Pasture		67	\$44,354





# Property Report



## Property Report for 7590 BEECH HILL RD # 7593, cont.

Woodland 2	72	\$36,216
Imp Site	1	\$9,700
Imp Site	1	\$4,850

### PROPERTY CHARACTERISTICS: UTILITIES/AREA

<b>Gas Source</b>	Individual - Natural Gas	<b>Road Type</b>	Paved
<b>Electric Source</b>	Public	<b>Topography</b>	Rolling
<b>Water Source</b>	Public	<b>District Trend</b>	Stable
<b>Sewer Source</b>	Individual	<b>Special School District 1</b>	
<b>Zoning Code</b>		<b>Special School District 2</b>	
<b>Owner Type</b>			

### LEGAL DESCRIPTION

<b>Subdivision</b>	<b>Plat Book/Page</b>
<b>Block/Lot</b>	<b>District/Ward</b> 10
<b>Description</b>	

### FLOOD ZONE INFORMATION

Zone Code	Flood Risk	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47055C0275D	09/28/2007



# Right of Way Easement



## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Morris E. Harwell and (unmarried) (husband and wife) is hereby acknowledged, do hereby grant unto the Tarpley Shop Utility District of Giles County, Tennessee, a body politic, whose post office address is Pulaski, Tennessee, and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the County of Giles, State of Tennessee, and more particularly described as follows:

Located in the 14 Civil District, containing approximately 200+ acres, bounded as follows:

On the North by <u>Roads</u>	State of Tennessee, County of GILES
On the South by <u>Coggin</u>	Received for record the 12 day of
On the East by <u>Wackerfield</u>	NOVEMBER 1999 at 11:55 AM. (RECH 9109)
On the West by <u>Fly</u>	Recorded in official records
	Book D294 pages 222-222

Being the same property conveyed to the undersigned by deed of record in Book 148, Page 863, Register's Office of Giles County, Tennessee.

and to construct, reconstruct, repair, operate and maintain on the above-described lands and/or in or upon all streets, roads, or highways abutting said lands, a water distribution line or system, to cut, trim or remove the trees, shrubbery, located 5 feet on each side of the center line of said water line for the purpose of constructing, reconstructing, repairing or operating said line.

The undersigned certifies that the location of the proposed lines has been shown to (him) (them) and that the exact location of said easement will be determined when the contractor lays said water line.

It is agreed and understood that the contractor for the Tarpley Shop Utility District will be financially responsible for all damage done to the fences and/or other structures at the time of the installation of the water line, and will repair or restore any damage accordingly.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13<sup>th</sup> day of July, 1999.

Morris E. Harwell (LEGAL SIGNATURE)  
\_\_\_\_\_  
(LEGAL SIGNATURE)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: Mary Carter Barnes

WITNESS: Shirley E. Young

STATE OF TENNESSEE  
COUNTY OF GILES

State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 10.00, Total \$ 10.00,  
Register of Deeds SANDRA T. RALSTON  
Deputy Register

On this the 13<sup>th</sup> day of July, 1999, before me personally appeared Morris E. Harwell and \_\_\_\_\_, to me known, or proved to me on the basis of satisfactory evidence to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

George B. Payne  
NOTARY PUBLIC

MY COMMISSION EXPIRES 1-19-2000

TARPLEY SHOP UTILITY DIST  
1202 CAROL ST  
PULASKI TN 38478

11-12-99  
10-83-31.00

BK D294 PG 222



# Sample Agreement of Purchase and Sale

THIS AGREEMENT is dated for reference on October 23, 2017

BETWEEN:

Angelina Orgera  
7590 Beech Hill Road  
Pulaski, Tennessee 38478  
work:931-638-5420  
work:gigiamd@hotmail.com  
(the "Seller")

AND

Will Test  
470 Woodycrest Ave  
Nashville, Tennessee 37210  
work:(615) 517-7675  
work:willtmc@yahoo.com  
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements and appurtenances thereon, on the following terms and conditions:
  1. HIGH BID PRICE: \$0.00
  2. 10% BUYER'S PREMIUM: \$0.00
  3. PURCHASE PRICE: \$0.00
  4. The Purchase Price shall be paid as follows:
    1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to First Title and Escrow Company, Inc., 3811 Bedford Ave Ste 205, 37215-2551 Nashville, TN, United States, work:(615) 383-4429,work\_fax:(615) 383-2605,work:6158435501,work:615.383.0711,mobile:(615) 414-0408, work:gem@mudter.com,other:gem@fctn.com, George Mudter, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Sections 7 and 8 of this Agreement.
    2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined



# Sample Agreement of Purchase and Sale



below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.

3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur no later than 4:00 pm, local time, on November 25, 2017 or such later date as may be mutually agreed in writing. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.
3. POSSESSION: Possession of the Property will be given at Closing.
4. CLOSING COSTS:
  1. Seller: Seller will pay for its escrow and closing fees, the cost of preparation of the warranty deed and its attorney's fees.
  2. Purchaser: Purchaser will pay for its escrow and closing fees, the costs of recording the warranty deed and transfer taxes associated therewith, premiums payable for the owner's policy of title insurance, if desired, and its attorney's fees.
5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year. Any and all greenbelt rollback taxes will be the responsibility of the Purchaser.
6. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
  1. all standard exclusions and printed exceptions set forth in the Title Commitment,
  2. liens for taxes not yet due and payable,
  3. easements for public utilities affecting the Property
  4. all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property,
  5. rights and claims of parties in possession and
  6. all permitted title exceptions referenced in the Title Commitment.



# Sample Agreement of Purchase and Sale



7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
7. **CONDITION OF THE PROPERTY:** The purchaser shall accept the Property in an “as-is” condition as of the CLOSING Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser’s responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
8. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
9. **BREACH OF CONTRACT BY PURCHASER:** If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
10. **AUCTIONEER’S AGENCY DISCLOSURE:** The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer’s agent, a facilitator or a limited consensual dual agent in connection with this transaction.
11. **OTHER:**
1. Time: Time is of the essence hereof.
  2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together



# Sample Agreement of Purchase and Sale



and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written. 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.

3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
  1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
    1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
    2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.



## Exhibit A: Description of Property

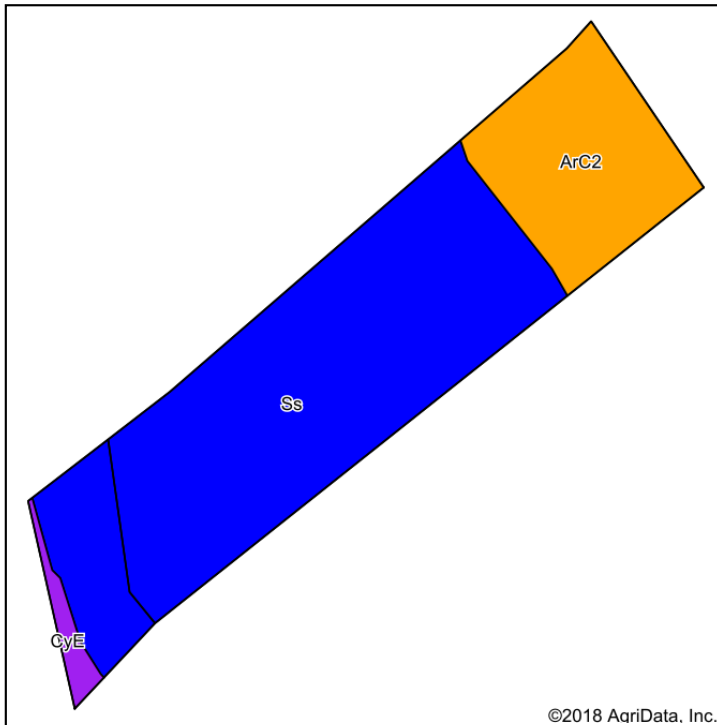
Auction Tract: 1  
28 +/- Acres

Land in Giles County, TN - Portion of Tax ID 083 031.00



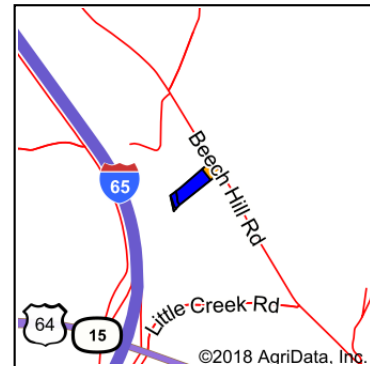


# Soils Map



Soils data provided by USDA and NRCS.

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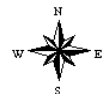


State: **Tennessee**  
County: **Giles**  
Location: **35° 12' 3.93, -86° 51' 59.64**  
Township: **Pulaski**  
Acres: **5.04**  
Date: **1/30/2018**

Maps Provided By:



© AgriData, Inc. 2018



Area Symbol: TN055, Soil Area Version: 15

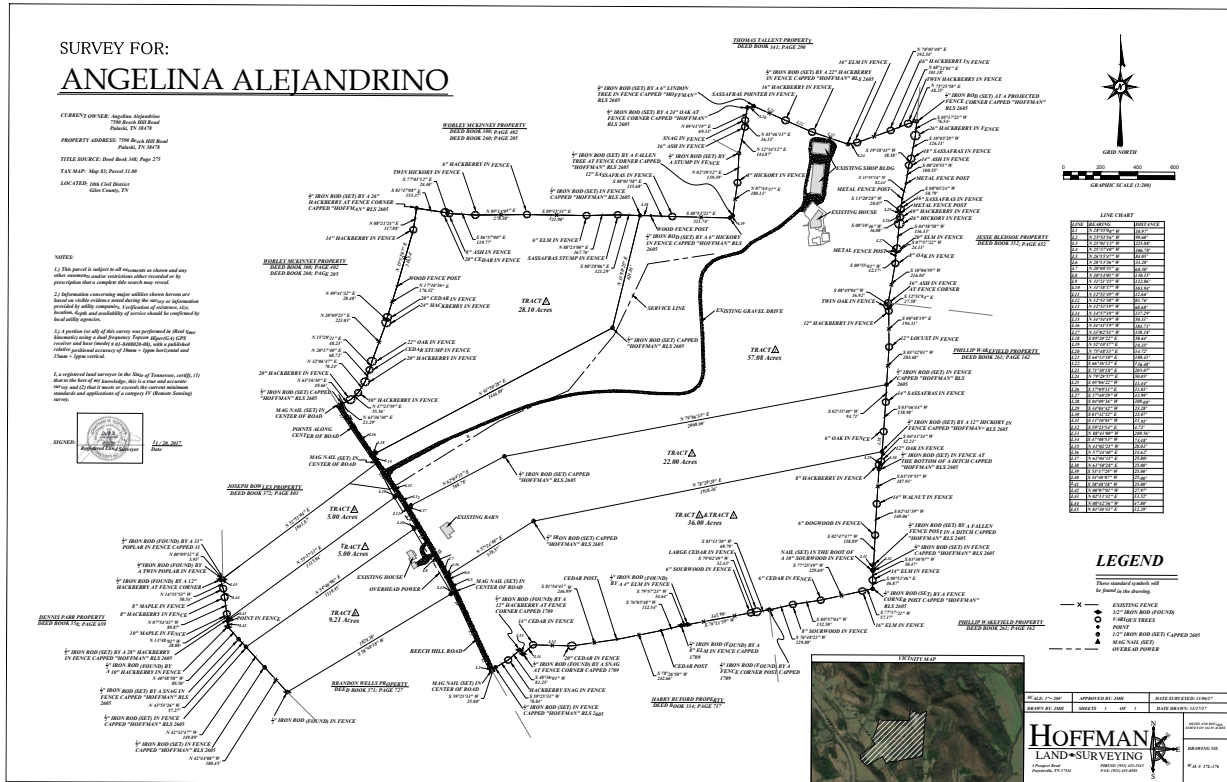
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Alfalfa hay	Corn	Cotton lint	Grain sorghum	Grass legume hay	Pasture	Soybeans	Tall fescue ladino	Tobacco	Wheat
Ss	Staser silt loam	3.71	73.6%		Ilw			100	300			8	35		1200	
ArC2	Armour silt loam, 5 to 12 percent slopes	1.21	24.0%		Ille	Ille	4	100		95		95	95	7.2	2575	50
CyE	Culleoka flaggy loam, 15 to 35 percent slopes	0.12	2.4%		Vle						2.5	5				
Weighted Average							1	97.6	220.8	22.8	0.1	28.8	48.6	1.7	1501.5	12

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



# Survey



# Title Commitment

American Land Title Association

ALTA Plain Language Commitment Form  
Adopted 6-17-06

First American Title Insurance Company

Commitment Number: 33986-10-2017

## SCHEDULE A

1. Commitment Date: January 29, 2018 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
  - (a) Owner's Policy ( ALTA Own. (06/17/06) )  
Proposed Insured:
  - (b) Loan Policy ( ALTA Loan (06/17/06) )  
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Angelina Alejandrino now known as Angelina Alejandrino Orgera Angelina Alejandrino Orgera.
4. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

First Title & Escrow Company, Inc.

By: \_\_\_\_\_  
First Title & Escrow Company, Inc.

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(33986-10-2017.PFD/33986-10-2017/11)



American Land Title Association

ALTA Plain Language Commitment Form  
Adopted 6-17-06

First American Title Insurance Company

Commitment Number: 33986-10-2017

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. 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.
- e. Proof of the existence and good standing of legal entities involved in the transaction.

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(33986-10-2017.PFD/33986-10-2017/11)





American Land Title Association

ALTA Plain Language Commitment Form  
Adopted 6-17-06

First American Title Insurance Company

Commitment Number: 33986-10-2017

**SCHEDULE B - SECTION II**  
**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Facts which would be disclosed by a comprehensive survey of the premises herein described.
2. Rights of claims of parties in possession.
3. Mechanics', Contractors' or Materialmen's Liens and lien claims, if any, where no notice thereof appears of record.
4. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date and time of record of the instruments to be insured.
5. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplement assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. State and County taxes for the year 2018, a lien, but not yet due and payable. Map and Parcel No. 083 031.00. (Part Of)
8. Subject to "roll-back taxes" for the statutory period if the land is converted to a use other than those stipulated in the provisions of T.C.A. § 67-5-1008.
9. Greenbelt Assessment recorded in Book GB6, Page 473, Book 8, Page 141 and Book 9, Page 505.
10. Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 309, Page 596, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Easement for water line, recorded in Book 294, Page 222, Register's Office Giles County, Tennessee.
12. Rights of the public to the use of that part of the land described herein within the bounds of Beech Hill Road.
13. Easement for the flow of the waters of the Bradshaw Creek, and the rights of the public therein.
14. Rights of upper and lower riparian owners to the flow of the waters of the Bradshaw Creek, free from diminution or pollution.
15. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Bradshaw Creek.

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(33986-10-2017.PFD/33986-10-2017/11)





American Land Title Association

ALTA Plain Language Commitment Form  
Adopted 6-17-06

Commitment Number: 33986-10-2017

**SCHEDULE B - SECTION II**  
(Continued)

16. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
17. State and County taxes for the year 2017, in the amount of \$8,680.00, PAID. Map and Parcel No. 083 031.00. (Parent Parcel)

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(33986-10-2017.PFD/33986-10-2017/11)



First American Title Insurance Company

Commitment Number: 33986-10-2017

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

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

Being a tract or parcel of land located in the 10th Civil District of Giles County, Tennessee on Tax Map 83; Parcel 31.00 recorded in Deed Book 348; Page 275 in the Registers Office of Giles County being more particularly described as follows:

**TRACT 6**

Beginning a mag nail (set) in the center of Beech Hill Road being the southeast corner of the Joseph Bowles property recorded in Deed Book 372; Page 803 in the Registers Office of Giles County and the northeast corner of the tract herein described thence with the center said road South 34 degrees 57 minutes 39 seconds East 137.29 feet to a point; thence South 32 degrees 53 minutes 39 seconds East 68.68 feet to a mag nail (set) in the center of said road being the southeast corner of the tract herein described; thence leaving said road with a new division line South 53 degrees 37 minutes 29 seconds West 25.00 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence South 53 degrees 37 minutes 31 seconds West 1115.04 feet to a ½" iron rod (set) by a 28" Hackberry in fence capped "Hoffman" RLS 2605 being a point on the east line of the Dennis Parr property recorded in Deed Book 358; Page 659 in the Registers Office of Giles County and the southwest corner of the tract herein described; thence with the east line of said Bledsoe property following the meanders of an establish fence North 13 degrees 48 minutes 01 seconds West 28.08 feet to a 10" Maple in fence; thence North 07 degrees 54 minutes 43 seconds West 89.87 feet to a 8" Hackberry in fence; thence North 08 degrees 42 minutes 36 seconds West 47.80 feet to a 8" Maple in fence; thence North 16 degrees 55 minutes 53 seconds West 50.54 feet to a ½" iron rod (found) by a 12" Hackberry at fence corner being the northwest corner of the tract herein described; thence North 81 degrees 30 minutes 33 seconds East 12.29 feet to a ½" iron rod (found) by a twin Poplar in fence; thence North 00 degrees 09 minutes 32 seconds East 3.93 feet to a ½" iron rod (found) by a 31" Poplar in fence capped 31 being the southwest corner of said Bowles property; thence leaving said fence with the south line of said Bowles property North 52 degrees 53 minutes 04 seconds East 1041.87 feet to the point of beginning containing 5.00 acres as per survey of Jonathan M. Hoffman, Registered Land Surveyor in the State of Tennessee, License #2605.

Being part of the same property conveyed to Tony A. Graziano and wife, Angelina I. Alejandrino by deed dated April 9, 2003 from Morris Edward Harwell, Martha Joyce Harwell Henson, and Rolly Marks Harwell of record in Book D309, page 596, Register's Office for Giles County, Tennessee. Tony A. Graziano and Angelina Alejandrino having since divorced. Pursuant to property settlement filed in the Marital Dissolution Agreement in Case No. 5009, Chancery Court for Giles County, Tennessee, Tony Graziano conveyed his interest in subject property to Angelina Alejandrino by Quitclaim Deed dated August 27, 2011 of record in Book D324, page 260, Register's Office for Giles County, Tennessee. Angelina Alejandrino having since re-married and is now known as Angelina Alejandrino Orgera.

ALTA Commitment  
Exhibit A

(33986-10-2017.PFD/33986-10-2017/11)





# Topography Map

**McLEMORE**  
AUCTION  
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