



**1,196± sf 3 Bedroom, 1 Bath Home on  
.72± Acres in Hohenwald, TN**

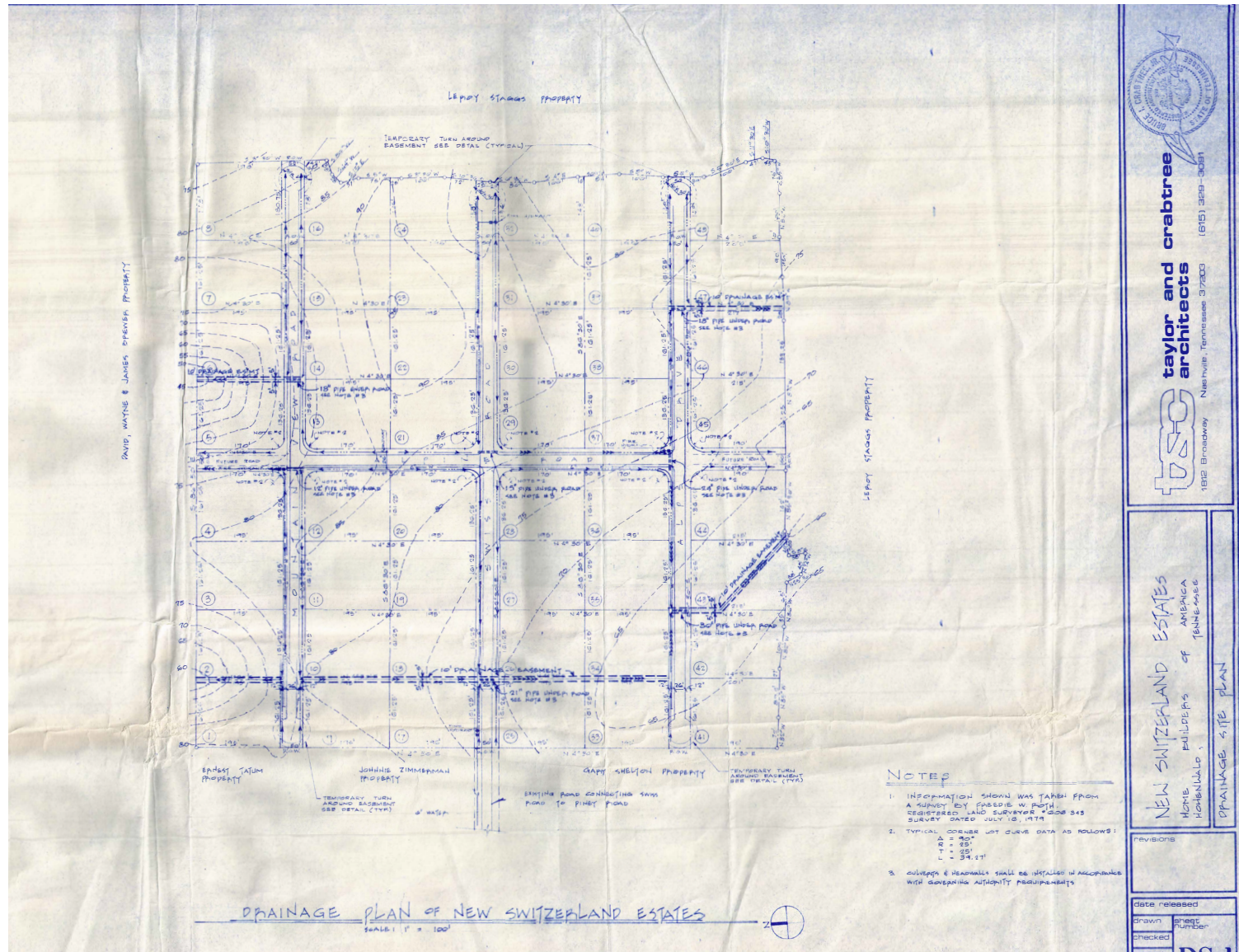
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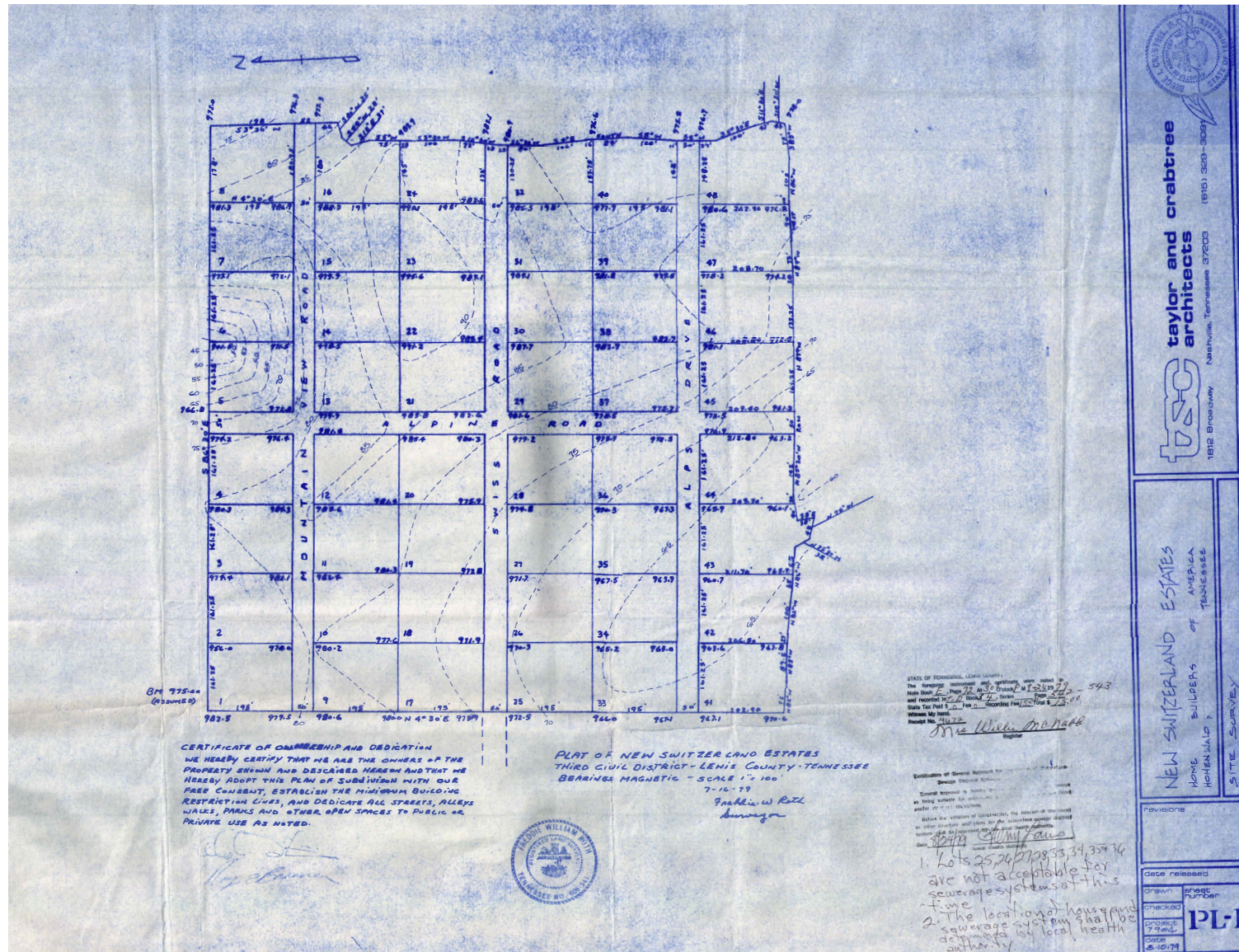


# 165 Swiss Rd Drainage Plan





# 165 Swiss Rd Plat





# Deed



CHERYL STAGGS, Register  
Lewis County Tennessee  
Rec #: 37535  
Rec'd: 20.00  
State: 133.57  
Clerk: 1.00  
Other: 2.05  
Total: 156.62  
Instrument #: 37591  
Recorded  
1/2/2013 at 11:11 AM  
in Record Book  
144  
Pgs 371-374

Record Book  
144 Pg 371

Prepared By and Return to:  
RANDY HILLHOUSE, ATTORNEY-AT-LAW  
212 FULASKI STREET  
LAWRENCEBURG, TN 38464

## SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILL TO:	MAP/PARCEL NUMBERS:
(Name) Kerry Wayne Smith and wife, Jessica Leigh Smith	(Name) Kerry Wayne & Jessica Leigh Smith	Map 042C, Ctl Map 042C Group A, Parcel 020.00
(Address) 165 Swiss Road	(Address) 165 Swiss Road	
(City) (State) (Zip) Hohenwald, TN 38462	(City) (State) (Zip) Hohenwald, TN 38462	

THIS SPECIAL WARRANTY DEED is executed, made and entered into as of the day and year set forth below by JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, ("Grantor"), in favor of KERRY WAYNE SMITH AND WIFE, JESSICA LEIGH SMITH, ("Grantee").

FOR AND IN CONSIDERATION of the sum of THIRTY-SIX THOUSAND ONE HUNDRED AND 00/100 (\$36,100.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, , Grantor, has this day bargained and sold, and does hereby transfer and convey unto, the Grantees herein, their successors, heirs and assigns, that certain property located in LEWIS County, Tennessee, and being more particularly described on Exhibit A attached hereto.

This conveyance is made subject to all matters set forth on Exhibit "B."

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the Grantees their successors, heirs and assigns forever.

Grantor warrants the title against all persons claiming under Grantor, but not otherwise.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

DB1/ 67069091.2




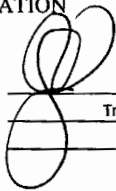
Record Book  
144 Pg 37

(Continuation of Special Warranty Deed)

WITNESS MY HAND this 26<sup>th</sup> day of DECEMBER, 2012.

GRANTOR:

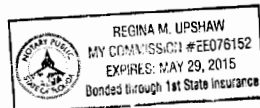
 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

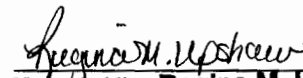
By:   
Name: Tricia Foldessy, VP  
Its: \_\_\_\_\_

State of Florida  
County of Broward

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid Tricia Foldessy, VP who acknowledged to me that she ~~is~~ is Vice President of JPMorgan Chase Bank, N.A., the Vice President for, and that in its capacity as Vice President for she ~~has~~ executed, signed and delivered the above and foregoing instrument after having been authorized by and the National Association for said Grantor to do so.

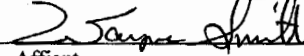
Given under my hand and seal this the 26<sup>th</sup> day of DECEMBER, 2012.



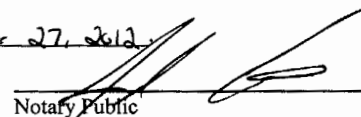
  
Notary Public **Regina M. Upshaw**  
My Commission Expires: May 29, 2015

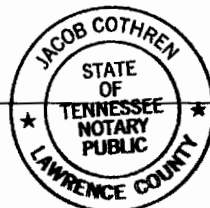
State of Tennessee  
County of Lawrence

The actual consideration or value, whichever is greater, for this transfer is \$ 36,100.00.

  
Affiant

Subscribed and sworn to before me this December 27, 2012.

  
Notary Public  
My Commission Expires: 11-30-2015



DBI/ 67069091.2



Record Book  
144 Pg 373

**SPECIAL WARRANTY DEED**

**EXHIBIT "A"**

The following described real property located in the Third (3<sup>rd</sup>) Civil District of Lewis County, Tennessee, and being more particularly described as follows:

Lot No. 20 of the New Switzerland Estates, a plat of which is of record in Trust Deed Book 34 at Pages 542-543 (Now Plat Cabinet A, Slides 43 and 46), Register's Office of Lewis County, Tennessee, and more particularly described as follows:

Being located at the northwest corner of the intersection of Alpine and Swiss Roads, fronting Swiss Road, the lot is 162.25 feet in width; and fronting Alpine Road, the lot is 193 feet in length; Lot 12 is adjacent to the north boundary line; Lot 19 is adjacent to the west boundary line; Swiss Road is adjacent to the south boundary line and Alpine Road is adjacent to the East boundary line, containing 31,131. 25 feet, more or less. (dimensions not warranted).

Being the same property conveyed to JPMorgan Chase Bank, National Association by Substitute Trustee's Deed dated October 19, 2002 and recorded in Record Book 142, Page 737, Register's Office of Lewis County, Tennessee.

A handwritten signature in black ink, appearing to be "V. H." or similar, located below the deed text.

DB1/ 67069091.2

Record Book  
144 Pg 374

## EXHIBIT "B"

### Permitted Encumbrances

1. The lien of taxes and assessments for the current year and subsequent years;
2. Matters that would be shown by an accurate survey and inspection of the property;
3. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, to the extent valid, subsisting and enforceable;
4. Zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the property, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist);
5. All roads and legal highways;
6. Rights of parties in possession (if any); and
7. Any licenses, permits, authorizations or similar items (if any) in connection with the conduct of any activity upon the property.



DB1/ 67069091.2





# Tax Information



Tuesday, June 18, 2019

## LOCATION

<b>Property Address</b>	165 Swiss Rd Hohenwald, TN 38462-2073
<b>Subdivision</b>	New Switzerland Estates
<b>County</b>	Lewis County, TN

## PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	Household Units
<b>Improvement Type</b>	Single Family
<b>Square Feet</b>	1196

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	042C A 020.00
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	042C
<b>District/Ward</b>	03
<b>2010 Census Trct/Blk</b>	9702/4
<b>Assessor Roll Year</b>	2018



## CURRENT OWNER

<b>Name</b>	Smith Kerry Wayne Etux Lessica Leigh
<b>Mailing Address</b>	1429 Linden Hwy Hohenwald, TN 38462-2364

## SALES HISTORY THROUGH 06/05/2019

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/26/2012	\$63,100	Smith Kerry Wayne Etux Lessica Leigh	Jp Morgan Chase Bank	Warranty Deed		144/371
10/19/2012	\$34,000	Jp Morgan Chase Bank	Henault Michael	Trustees Deed		142/737
3/18/2008	\$60,000	Henault Michael		Warranty Deed		101/407
2/27/2002	\$25,000	Coldiron Lewis		Warranty Deed		20/540
3/17/1986		Beevers Margaret A %Margaret Tatum				A34/133

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2018	<b>Assessment Year</b>	2018		
<b>Appraised Land</b>	\$7,000	<b>Assessed Land</b>		<b>Lewis</b>	2.2941
<b>Appraised Improvements</b>	\$71,400	<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$78,400	<b>Total Assessment</b>	\$19,600		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2018		\$449.64	\$449.64
2017		\$449.64	\$449.64

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Information Deemed Reliable But Not Guaranteed.



# Tax Information

## Property Report for 165 SWISS RD. cont.

2016	\$439.32	\$439.32
2015	\$439.32	\$439.32
2014	\$456.09	\$456.09
2012	\$362.62	\$362.62

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#	Assignments/ Releases
06/28/2018	\$568,328	Smith Kerry Wayne Smith Lessica Leigh	Bank Of Waynesboro	195/322 49348	
02/06/2013	\$9,807	Smith Kerry Wayne Smith Jessica Leigh	Bank Of Waynesboro	145/337 37849	
12/27/2012	\$37,044	Smith Kerry Wayne Smith Jessica Leigh	Bank Of Waynesboro	144/375 37592	
03/18/2008	\$62,500	Henault Michael	Jp Morgan Chase Bank	101/409 26245	

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Single Family	Condition	Average	Units
Year Built	1982	Effective Year	1984	Stories 1
BRs		Baths	F H	Rooms
Total Sq. Ft.	1,196			
Building Square Feet (Living Space)		Building Square Feet (Other)		
Base 1196		Utility Finished 32		

#### - CONSTRUCTION

Quality	Average	Roof Framing	Gable/Hip
Shape	Rectangular Design	Roof Cover Deck	Prefin Metal Crimped
Partitions		Cabinet Millwork	Average
Common Wall		Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Drywall
Floor System	Wood W/ Sub Floor	Air Conditioning	Cooling Package
Exterior Wall	Siding Above Avg	Heat Type	Heat Pakage
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	5

#### - OTHER

Occupancy	Occupied	Building Data Source	Inspection
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### PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Open Shed	24X30	2004	FAIR
Wood Deck	230	1975	AVERAGE
Farm Shop	20X30	2007	AVERAGE
Utility Building	8X24	1960	POOR

### PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	161X195
Block/Lot	/20	Lot Square Feet	
Latitude/Longitude	35.545230°/-87.520106°	Acreage	

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## Tax Information



Property Report for 165 SWISS RD. cont.

### PROPERTY CHARACTERISTICS: UTILITIES/AREA

<b>Gas Source</b>		<b>Road Type</b>	Paved
<b>Electric Source</b>	Public	<b>Topography</b>	Rolling
<b>Water Source</b>	Public	<b>District Trend</b>	Improving
<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>	New Switzerland Estates	<b>Plat Book/Page</b>	A/43
<b>Block/Lot</b>	/20	<b>District/Ward</b>	03

### Description

### FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	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.	47101C0125C	01/20/2010

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# Title Commitment



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

## 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

If this jacket was created electronically, it constitutes an original document.

*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; 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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Form 5030099 (1-31-17)  
File No.: 29658

Page 1 of 3

ALTA Commitment for Title Insurance (8-1-16)  
Without Arbitration





## 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.

*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; 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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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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


**9. ARBITRATION**

Arbitration provision intentionally removed.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: Bridgehouse Title

Issuing Office: 342 Cool Springs Blvd., Suite 202,  
Franklin, TN 37067

ALTA® Universal ID: 1033024

Loan ID No.:

Commitment No.: 29658

Issuing Office File No.: 29658

Property Address: 1429 Linden Highway, Hohenwald, TN 38462

165 Swiss Road, Hohenwald, TN 38462

Revision No.:

**SCHEDULE A**

- Commitment Date: May 31, 2019 at 8:00 AM
- Policy to be issued:
  - ☒ ALTA® Owner's Policy of Title Insurance  
☐ ALTA® Homeowner's Policy  
 Proposed Insured: TBD  
 Proposed Policy Amount: \$TBD
  - ☐ ALTA® Loan Policy of Title Insurance  
☐ ALTA® Expanded Coverage Loan Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$
  - ☐ \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$
- The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
  - As to First Tract, Parcel 1: Wayne Smith and wife, Jessica Smith
  - As to First Tract, Parcel 2: Kerry Wayne Smith and Jessica Leigh Smith, as husband and wife
  - As to First Tract, Parcel 3: Kerry Wayne Smith and Jessica Leigh Smith
  - As to First Tract, Parcel 4: Kerry Wayne Smith and Jessica Leigh Smith
  - As to Second Tract: Kerry Wayne Smith and wife, Jessica Leigh Smith
- The Land is described as follows: SEE EXHIBIT A ATTACHED HERETO

**FIRST AMERICAN TITLE INSURANCE COMPANY**

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Form 5030047-A (4-12-17) Page 1 of 2  
File No.: 29658

ALTA Commitment for Title Insurance (8-1-16)  
Schedule A





# Title Commitment



  
Authorized Countersignature

*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; 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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Form 5030047-A (4-12-17)  
File No.: 29658

Page 2 of 2

ALTA Commitment for Title Insurance (8-1-16)  
Schedule A



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

File No.: 29658

The Land referred to herein below is situated in the County of Lewis, State of Tennessee, and is described as follows:

**First Tract:**

**PARCEL ONE:**

BEGINNING at 1/2 inch rebar iron pin found In the South margin of a 50 foot easement as recorded in Deed Book A-58, page 151, Registers Office of Lewis County, Tennessee, said iron being the original Northeast corner of J. Mark Mathis as recorded in Deed Book A-85, page 333, Register's Office of Lewis County, Tennessee, and being in the West boundary of Tammy Sinisi as recorded in Record Book 33, page 488, Register's Office of Lewis County, Tennessee, and being the Northeast corner of the tract being described, thence leaving said easement with Sinisi South 02 degrees 16' 16" West a distance of 180.15 feet to a 5/8 inch rebar iron pin found, said iron pin being in the boundary of Cheryl Cross as recorded in Record Book 85, page 270, and Record Book 66, page 12, and Plat Cabinet B, Slide 35, Register s Office of Lewis County, Tennessee, and being the Southeast corner of the tract being described, thence leaving Sinisi with Cross south 82 degrees 57' 43" West a distance of 251.36 feet to a 5/8 inch rebar iron pin found, said iron pin being the Southwest corner of the tract being described; thence continuing with Cross North 03 degrees 38' 36" East a distance of 180.61 feet to a 5/8 inch rebar iron pin found in the South margin of a 50 foot easement, said iron pin being the Northwest corner of the tract being described; thence with said South margin of easement North 82 degrees 53' 31" East a distance of 247.03 feet; which is the point of beginning, having an area of 1.02 acres, as surveyed by Scottie Brewer, 612 Longbranch Road, Hohenwald, Tennessee 38462, Registered Land Surveyor, Tennessee License No. 2393, dated February 11, 2009.

The above described tract is accessed by a non-exclusive perpetual easement for ingress and egress over and across a 50 foot existing roadway lying North of and adjoining the entire Northern boundary line of the property described in Deed Book A-85, page 333, Register's Office of Lewis County, Tennessee.

Being the same property conveyed to Wayne Smith and wife, Jessica Smith, by Warranty Deed from Stephen McDonald, unmarried, dated January 27, 2017, of record in Record Book 180, page 585, Register's Office for Lewis County, Tennessee.

**PARCEL TWO:**

BEING AND LYING IN THE 3RD CIVIL DISTRICT OF LEWIS COUNTY, AND LYING SOUTH OF JUSTWOOD LANE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF JUSTWOOD LANE; SAID POINT BEING THE NORTHWEST CORNER OF DEBRA SCROGGINS AS RECORDED IN RECORD BOOK 92, PAGE 152 AND THE NORTH BOUNDARY OF CHERYL CROSS ETVIR AS RECORDED IN RECORD BOOK 85, PAGE 270; THENCE WITH CENTER OF JUSTWOOD LANE North 43 degrees 18 minutes 14 seconds West for a distance of 12.19 feet to a PK NAIL IN THE INTERSECTION OF SAID ROAD AND A 50 FOOT INGRESS-EGRESS EASEMENT; THENCE LEAVING SAID ROAD WITH SAID EASEMENT South 05 degrees 14 minutes 23 seconds West for a distance of 150.59 feet to an POINT; THENCE South 16 degrees 43 minutes 20 seconds West for a distance of 56.98 feet to a POINT; THENCE South 21 degrees 50 minutes 50 seconds West for a distance of 161.33 feet to a POINT; THENCE South 19 degrees 02 minutes 09 seconds West for a distance of 122.89 feet to a POINT; THENCE South 18 degrees 19 minutes 38 seconds West for a distance of 189.59 feet

to a POINT; THENCE South 22 degrees 47 minutes 29 seconds West for a distance of 94.68 feet to a POINT; THENCE South 34 degrees 23 minutes 34 seconds West for a distance of 90.06 feet to a POINT; THENCE South 16 degrees 43 minutes 47 seconds West for a distance of 46.42 feet to a POINT; THENCE South 09 degrees 01 minutes 34 seconds West for a distance of 136.62 feet to a POINT; THENCE South 16 degrees 12 minutes 57 seconds West for a distance of 52.25 feet to a POINT; THENCE South 21 degrees 44 minutes 26 seconds West for a distance of 282.89 feet to a POINT; THENCE South 18 degrees 26 minutes 48 seconds West for a distance of 80.39 feet to a POINT; THENCE South 24 degrees 30 minutes 21 seconds West for a distance of 154.55 feet to a POINT; THENCE South 19 degrees 43 minutes 40 seconds West for a distance of 61.89 feet to a POINT; THENCE South 34 degrees 16 minutes 46 seconds West for a distance of 86.88 feet to a POINT; THENCE South 26 degrees 47 minutes 49 seconds West for a distance of 40.84 feet to a POINT; THENCE South 13 degrees 36 minutes 58 seconds West for a distance of 76.74 feet to a POINT; THENCE South 03 degrees 19 minutes 24 seconds West for a distance of 75.69 feet to a POINT; THENCE South 04 degrees 55 minutes 31 seconds West for a distance of 91.84 feet to a POINT; THENCE South 10 degrees 30 minutes 09 seconds West for a distance of 140.22 feet to a POINT; THENCE South 18 degrees 14 minutes 16 seconds West for a distance of 58.52 feet to a POINT; THENCE South 22 degrees 56 minutes 34 seconds West for a distance of 120.03 feet to a POINT; THENCE South 17 degrees 36 minutes 04 seconds West for a distance of 94.66 feet to a POINT; THENCE South 12 degrees 15 minutes 40 seconds West for a distance of 114.50 feet to a POINT; THENCE South 56 degrees 21 minutes 51 seconds West for a distance of 28.29 feet to a POINT; THENCE North 17 degrees 15 minutes 21 seconds West for a distance of 38.21 feet to a POINT; THENCE North 02 degrees 39 minutes 09 seconds West for a distance of 61.18 feet to a POINT; THENCE North 06 degrees 55 minutes 49 seconds West for a distance of 92.10 feet to a POINT; THENCE North 10 degrees 34 minutes 16 seconds West for a distance of 49.76 feet to a POINT; THENCE North 16 degrees 50 minutes 48 seconds West for a distance of 80.58 feet to a POINT; THENCE North 23 degrees 50 minutes 25 seconds West for a distance of 113.81 feet to a POINT; THENCE North 17 degrees 11 minutes 54 seconds West for a distance of 76.25 feet to a POINT; THENCE North 25 degrees 02 minutes 36 seconds West for a distance of 86.01 feet to a POINT; THENCE North 31 degrees 41 minutes 13 seconds West for a distance of 39.22 feet to a POINT; THENCE North 47 degrees 10 minutes 46 seconds West for a distance of 59.63 feet to a POINT; THENCE North 79 degrees 58 minutes 45 seconds West for a distance of 31.99 feet to a POINT; THENCE South 77 degrees 46 minutes 05 seconds West for a distance of 56.05 feet to a POINT; THENCE North 79 degrees 01 minutes 32 seconds West for a distance of 31.98 feet to a POINT; THENCE North 57 degrees 33 minutes 31 seconds West for a distance of 60.06 feet to a POINT; THENCE North 57 degrees 47 minutes 14 seconds West for a distance of 103.45 feet to a POINT; THENCE North 68 degrees 46 minutes 55 seconds West for a distance of 76.65 feet to a POINT; THENCE North 60 degrees 12 minutes 34 seconds West for a distance of 38.80 feet to a POINT; THENCE North 71 degrees 09 minutes 51 seconds West for a distance of 37.37 feet to a POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASEMENT South 02 degrees 32 minutes 01 seconds West for a distance of 801.66 feet to an IRON PIN FOUND; SAID IRON PIN FOUND BEING THE EAST MOST SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE NORTH BOUNDARY OF JANIS FLOYD AND ROSEMARY HINSON AS RECORDED IN DEED BOOK LL, PAGE 582; THENCE WITH FLOYD AND HINSON North 86 degrees 31 minutes 26 seconds West for a distance of 1274.88 feet to an IRON PIN SET; SAID IRON PIN SET BEING THE NORTHWEST CORNER OF FLOYD AND HINSON; THENCE South 03 degrees 09 minutes 57 seconds West for a distance of 1522.23 feet to an IRON PIN SET; SAID IRON PIN SET BEING THE SOUTH MOST SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED AND BEING THE NORTHEAST CORNER OF ANDREW KELMER ETUX AS RECORDED IN RECORD BOOK 51, PAGE 464; THENCE WITH KELMER North 87 degrees 17 minutes 44 seconds West for a distance of 420.09 feet to an IRON PIN SET; SAID IRON PIN SET BEING THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED AND BEING THE SOUTHEAST CORNER OF CHERYL CREEL AS RECORDED IN DEED BOOK A33, PAGE 197; THENCE WITH CREEL North 03 degrees 10 minutes 50 seconds East for a distance of 2594.90 feet to an IRON PIN SET; SAID IRON PIN SET BEING THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED AND BEING THE NORTHEAST CORNER OF CREEL AND THE SOUTH BOUNDARY OF WILLIAM GAMBLE AS RECORDED IN DEED BOOK A67, PAGE 97; THENCE WITH GAMBLE South 85 degrees 57 minutes 42 seconds East for a distance of 385.16 feet to a 12" OAK TREE; SAID TREE BEING THE SOUTHEAST CORNER OF GAMBLE AND THE SOUTHWEST CORNER OF RANDY HARRINGTON AND DENISE PARKER AS RECORDED IN RECORD BOOK 88, PAGE 18; THENCE WITH HARRINGTON AND PARKER South 87 degrees 15 minutes 12 seconds East for a distance of 286.99 feet to a 8" OAK TREE; THENCE South 86 degrees 40 minutes 04 seconds East for a distance of 188.21 feet to a ROCK PILE; SAID ROCK PILE BEING THE SOUTHEAST CORNER OF HARRINGTON AND PARKER AND THE SOUTHWEST CORNER OF DANIEL PHILLIPS AS RECORDED IN RECORD BOOK 28, PAGE 294; THENCE WITH PHILLIPS South 84 degrees 43 minutes 13 seconds East for a distance of 285.88 feet to a 18" OAK TREE; SAID TREE BEING THE SOUTHEAST CORNER OF PHILLIPS AND THE SOUTHWEST CORNER OF DENNIS GARRISON AS RECORDED IN DEED BOOK A91, PAGE 684; THENCE WITH GARRISON South 85 degrees 15 minutes 53 seconds East for a distance of 536.87 feet to an IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF THE TRACT BEING DESCRIBED AND BEING THE SOUTHEAST CORNER OF GARRISON AND THE WEST BOUNDARY OF CROSS; THENCE WITH CROSS South 02



degrees 31 minutes 05 seconds West for a distance of 245.04 feet to THE TRUE POINT OF BEGINNING AND CONTAINING 55.82 ACRES AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, JUNE 11, 2008.

THE ABOVE TRACT IS SUBJECT TO A 50 FOOT INGRESS-EGRESS EASEMENT AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, R.O.W.'S, OR RESTRICTIONS THAT MAY BE OF RECORD IN THE REGISTER'S OFFICE OF LEWIS COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO KERRY WAYNE SMITH AND JESSICA LEIGH SMITH, AS HUSBAND AND WIFE, BY WARRANTY DEED FROM KEVIN GRINDER, DATED DECEMBER 22, 2016, OF RECORD IN BOOK 178, PAGE 831, IN THE REGISTER'S OFFICE OF LEWIS COUNTY, TENNESSEE.

#### PARCEL THREE:

BEING AND LYING IN THE 3RD CIVIL DISTRICT OF LEWIS COUNTY, TENNESSEE AND LYING SOUTH OF AND ADJACENT TO HWY 412, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning At A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF THE TRACT BEING DESCRIBED, THE SOUTH BOUNDARY OF CLEVE GARRISON ETUX, AND THE NORTHWEST CORNER OF MISTY BREWER; THENCE WITH BREWER, S 03°02'22" W For A Distance Of 758.67' To A IRON PIN SET; SAID IRON PIN SET BEING THE EASTERN MOST SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE NORTHEAST CORNER OF CAROLYN CREEL; THENCE WITH CREEL, N 86°39'32" W, PASSING AN IRON PIN SET AT 1558.27', IN ALL A Distance Of 1583.26' To A POINT; THENCE N 86°31'57" W For A Distance Of 465.50' To A Twin Maple Tree ON THE EAST R.O.W. OF EXISTING 50' INGRESS-EGRESS EASEMENT AS RECORDED IN RECORD BOOK 158, PAGE 744 AND RECORD BOOK 165, PAGE 634; THENCE LEAVING SAID EASEMENT WITH CREEL, S 03°30'01" W For A Distance Of 732.97' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF BB&R FARMS INC, AND THE SOUTHERN MOST SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED; THENCE WITH BB&R FARMS INC, N 86°29'59" W For A Distance Of 817.18' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHEAST CORNER OF KEVIN GRINDER; THENCE WITH GRINDER, N 02°31'48" E, PASSING THE CENTER OF AN EXISTING 50' INGRESS-EGRESS EASEMENT, For A Distance Of 1046.53' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHEAST CORNER OF GRINDER, AND THE SOUTHEAST CORNER OF DENIS GARRISON; THENCE WITH GARRISON, N 02°31'48" E For A Distance Of 537.18' To A Tree; THENCE WITH A FENCE AND CONTINUING WITH GARRISON, N 02°55'07" E For A Distance Of 378.91' To A IRON PIN SET; SAID IRON PIN SET BEING THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE LEAVING GARRISON AND A FENCE AND A NEW RAY DIVISION LINE, N 82°53'03" E For A Distance Of 280.96' To A IRON PIN FOUND ON THE NORTH R.O.W. OF AN EXISTING 50' EASEMENT AS RECORDED IN DEED BOOK A58, PAGE 151; THENCE WITH NORTH R.O.W. OF SAID EASEMENT, N 61°45'48" E For A Distance Of 825.65' TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF TINA SCARBERRY; THENCE WITH SCARBERRY AND CONTINUING WITH NORTH R.O.W. OF SAID EASEMENT, N 61°30'04" E For A Distance Of 166.45' To A IRON PIPE FOUND; SAID IRON PIPE FOUND BEING THE SOUTHEAST CORNER OF THE SOUTHEAST CORNER OF SCARBERRY; THENCE CONTINUING WITH SCARBERRY, N 02°19'59" E For A Distance Of 248.86' To A POINT; SAID POINT BEING THE NORTHEAST CORNER OF SCARBERRY; THENCE LEAVING SCARBERRY WITH A NEW RAY DIVISION LINE, N 61°51'58" E For A Distance Of 67.33' To A IRON PIN SET; SAID IRON PIN SET BEING THE WEST BOUNDARY OF TERRY THOMPSON ETAL; THENCE LEAVING SAID DIVISION LINE WITH THOMPSON, S 02°00'25" W, PASSING THE NORTHWEST CORNER OF STEPHEN D'ELLA, For A Distance Of 276.80' TO A POINT IN THE CENTER OF JUSTWOOD LANE; SAID POINT BEING THE SOUTHWEST CORNER OF D'ELLA; THENCE WITH CENTER OF SAID ROAD AND SOUTH BOUNDARY OF D'ELLA, With A Curve Turning To The Right With An Arc Length Of 161.57', With A Radius Of 177.24', With A Chord Bearing Of S 89°02'26" E, With A Chord Length Of 156.03' TO A POINT; THENCE With A Compound Curve Turning To The Right With An Arc Length Of 20.11', With A Radius Of 234.93', With A Chord Bearing Of S 50°35'05" E, With A Chord Length Of 20.10' TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF DEBBERA SCROGGINS HEIRS; THENCE WITH SCROGGINS HEIRS, S 03°58'29" W For A Distance Of 32.77' To A IRON PIPE FOUND; THENCE S 03°58'29" W For A Distance Of 474.42' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF SCROGGINS HEIRS; THENCE CONTINUING WITH SCROGGINS HEIRS, S 86°39'11" E For A Distance Of 132.06' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHEAST CORNER OF SCROGGINS HEIRS, AND THE SOUTHWEST CORNER OF TOBE SCOTT ETUX; THENCE WITH SCOTT, S 86°25'55" E For A Distance Of 114.56' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHEAST CORNER OF SCOTT, AND THE SOUTHWEST CORNER OF RONALD LYNCH; THENCE

WITH LYNCH, S 85°45'59" E For A Distance Of 113.66' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING IN THE SOUTHEAST CORNER OF LYNCH, THE SOUTHWEST CORNER OF PENNY CARROLL, AND THE NORTHWEST CORNER OF DALE DIXON; THENCE WITH DIXON, S 02°46'54" W For A Distance Of 239.22' To A IRON PIN FOUND AT THE END OF AN EXISTING EASEMENT AS RECORDED IN DEED BOOK A85, PAGE 121; SAID IRON PIN FOUND BEING THE WESTERN MOST SOUTHWEST CORNER OF DIXON, AND THE NORTHWEST CORNER OF KATRINA ANTHONY; THENCE WITH ANTHONY, S 02°40'03" W For A Distance Of 175.11' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHWEST CORNER OF ANTHONY; THENCE CONTINUING WITH ANTHONY, S 84°05'09" E For A Distance Of 249.96' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHEAST CORNER OF ANTHONY, AND THE SOUTHERN MOST SOUTHWEST CORNER OF DALE DIXON; THENCE WITH DIXON, S 84°03'14" E For A Distance Of 142.99' To A IRON PIN FOUND; THENCE S 02°01'29" W For A Distance Of 114.71' To A IRON PIN FOUND; THENCE S 84°59'18" E For A Distance Of 207.96' To A IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHEAST CORNER OF DIXON, AND THE SOUTHWEST CORNER OF CLEVE GARRISON ETUX; THENCE WITH GARRISON, S 88°09'11" E For A Distance Of 574.56' To The Point Of Beginning And **Containing 93.64 Acres, EXCLUDING 10.07 ACRES OF TAX MAP 40, PARCEL 32.05, AND EXCLUDING 1.02 ACRES OF TAX MAP 40, PARCEL 32.06, LEAVING 82.55 ACRES, OUTSIDE BOUNDARY AS SURVEYED BY STEPHEN KIRBY ADKINS, RLS #1787, DATED AUGUST 15, 2006, NEW DIVISION LINES AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, JUNE 29, 2016.**

ALSO CONVEYED HEREIN IS AN EXISTING 50' INGRESS-EGRESS EASEMENT AS RECORDED IN DEED BOOK A58, PAGE 151, AND AN EXISTING EASEMENT AS RECORDED IN DEED BOOK A85, PAGE 121, IN THE REGISTER'S OFFICE OF LEWIS COUNTY, TENNESSEE.

THE ABOVE TRACT IS SUBJECT AN EXISTING INGRESS-EGRESS EASEMENT AS RECORDED IN RECORD BOOK 158, PAGE 744, AND RECORD BOOK 165, PAGE 634, IN THE REGISTER'S OFFICE OF LEWIS COUNTY, TENNESSEE.

BEING THE SAME PROPERTY AS CONVEYED TO KERRY WAYNE SMITH AND WIFE, JESSICA LEIGH SMITH BY DEED OF KEITH RAY AS RECORDED IN RECORD BOOK 178, PAGE 273, IN THE REGISTER'S OFFICE OF LEWIS COUNTY, TENNESSEE.

PARCEL FOUR:

BEING AND LYING IN THE 3 CIVIL DISTRICT OF LEWIS COUNTY, TENNESSEE AND LYING SOUTH OF AND ADJACENT TO HWY 412, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning At AN IRON ROD FOUND ON THE SOUTH R.O.W. OF HWY 412; SAID IRON ROD FOUND BEING THE NORTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE NORTHWEST CORNER OF CATHERINE ROGERS AND CLARENCE BUSBY; THENCE LEAVING SAID ROAD WITH ROGERS AND BUSBY S 02°31'20" W For A Distance Of 347.44' To A IRON ROD FOUND; SAID IRON ROD FOUND BEING THE SOUTHWEST CORNER OF ROGERS AND BUSBY, AND THE NORTHWEST CORNER OF FRANKLIN HARRIS; THENCE WITH HARRIS, S 02°29'54" W For A Distance Of 209.92' To A IRON ROD FOUND; SAID IRON ROD FOUND BEING THE NORTHWEST CORNER OF FRANKLIN HARRIS ETUX; THENCE WITH HARRIS ETUX, S 02°32'59" W For A Distance Of 101.15' To A IRON ROD FOUND; SAID IRON PIN FOUND BEING THE WESTERN MOST NORTHWEST CORNER TENNTEX FARMS INC, AND THE NORTHEAST CORNER OF MARTHA SKIPPER; THENCE WITH SKIPPER, S 68°06'14" W For A Distance Of 114.66' To A IRON ROD FOUND; THENCE S 38°35'06" W For A Distance! Of 84.93' To A IRON ROD FOUND; THENCE S 24°53'41" W For A Distance Of 98.97' To A IRON ROD FOUND; THENCE S 64°56'21" E For A Distance Of 84.85' To A 5" White Oak; THENCE S 55°25'05" E For A Distance Of 51.50' To A 8" Black Oak; THENCE S 67°14'37" E For A Distance Of 51.37' To A Corner Snag; SAID CORNER SNAG BEING THE SOUTHEAST CORNER OF SKIPPER, AND THE WEST BOUNDARY OF TENNTEX FARMS NC; THENCE WITH TENNTEX FARM INC AND A FENCE, S 03°01'16" W For A Distance Of 36.62' To A Post; THENCE S 03°20'23" W For A Distance Of 121.02' To A 10" Oak; THENCE S 04°08'53" W For A Distance! Of 292.39'; THENCE S 86°39'44" E For A Distance Of 24.56' To A 4" White Oak; THENCE S 78°51'00" E For A Distance Of 36.51' To A 24" Black Oak; THENCE S 86°46'27" E For A Distance Of 122.08'; SAID PONT BEING THE NORTHWEST CORNER OF GLEN MELTON; THENCE WITH MELTON AND A FENCE, S 03°06'48" E For A Distance OF 51.56' To A 10" Oak; THENCE S 02°97'54" W For Distance Of 151.37'; THENCE S 05°06'42" W For A Distance Of 267.80' To A IRON ROD FOUND; SAID IRON ROD FOUND BEING THE SOUTHWEST CORNER OF MELTON, AND THE NORTHWEST CORNER OF CHESTER BECKETT ETUX; THENCE LEAVING SAID FENCE WITH BECKETT, S 02°53'32" W For A Distance Of 867.84' To A IRON ROD FOUND; SAID IRON ROD FOUND BEING THE SOUTHWEST CORNER OF BECKETT, ANT) THE NORTHWEST CORNER OF TIMOTHY

WHITWELL; THENCE WITH WHITWELL, S 02 DEGREES 97'49" W, PASSING THE NORTHWEST CORNER OF CHERRY BECKETT, For A Distance Of 673.71' To A IRON ROD FOUND; SAID IRON ROD FOUND BEING THE SOUTHWEST CORNER OF BECKETT, AND THE NORTHWEST CORNER OF TERRY THOMPSON ETUX; THENCE WITH THOMPSON, S 02°42'26" W For A Distance Of 313.55' To A Post; THENCE S 02°06'30" W For A Distance Of 281.35' To A Post; THENCE S 02 DEGREES 00' 25" W For A Distance Of 182.23' To A IRON PIN SET; SAID IRON PIN SET BEING THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED; THENCE WITH A NEW RAY DIVISION LINE, S 61 DEGREES 51' 58" SECONDS W, PASSING THE NORTHEAST CORNER OF TINA SCARBERRY AT 67.33', IN ALL A Distance Of 67.33' To A IRON PIPE; SAID IRON PIPE BEING THE NORTHEAST CORNER OF SCARBERRY; THENCE WITH SCARBERRY, S 61°51'58" W For A Distance Of 291.04' To A IRON PIPE; SAID IRON PIPE BEING THE NORTHWEST CORNER OF SCARBERRY, AND THE NORTHERN MOST NORTHEAST CORNER OF TAMMY SINISI; THENCE WITH SINISI, S 61°48'22" W For A Distance Of 405.19' To A IRON PIPE; SAID IRON PIPE BEING THE NORTHERN MOST NORTHWEST CORNER OF SINISI; THENCE CONTINUING WITH SINISI, S 34°41'49" W For A Distance Of 474.39' To A IRON ROD FOUND ON THE NORTH R.O.W. OF AN EXISTING 50 FOOT EASEMENT AS RECORDED IN DEED BOOK A58, PAGE 151; THENCE LEAVING SAID EASEMENT WITH A NEW RAY DIVISION LINE, S 82°53'03" W For A Distance Of 280.96' To A IRON PIN SET; SAID IRON PIN SET BEING THE EAST BOUNDARY OF DENIS GARRISON, AND THE SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE WITH GARRISON AND A FENCE, N 02°55'07" E For A Distance Of 331.06'; THENCE N 03°19'32" E For A Distance Of 342.46'; THENCE N 03°22' 13" E For A Distance Of 13.09'; THENCE N 03°06'02" E For A Distance Of 573.83'; THENCE N 02° 35'02" E For A Distance Of 355.14'; THENCE N 04°26'56" E For A Distance Of 70.50'; THENCE N 02°05'10" E For A Distance Of 116.81'; THENCE N 04°07'07" E For A Distance Of 284.21' To A 3" Oak; THENCE N 03°45'54" E For A Distance Of 251.57'; THENCE N 03°48'50" E For A Distance Of 168.05'; THENCE N 03°51'17" E For A Distance Of 171.16'; THENCE N 03°46'50" E For A Distance Of 154.83'; THENCE N 02°22'52" E For A Distance Of 93.55'; THENCE N 03°49'02" E For A Distance Of 189.39'; THENCE N 04°21'39" E For A Distance Of 151.32'; THENCE N 03°04'36" E For A Distance Of 185.86'; THENCE N 03°06'19" E For A Distance Of 157.64' To A 4" Ash; THENCE N 03°26'32" E For A Distance Of 154.54'; THENCE N 06°13'05" E For A Distance Of 13.01'; THENCE N 03°35'31" E For A Distance Of 581.19'; THENCE N 02°55'34" E For A Distance Of 245.87'; THENCE N 03°33'44" E For A Distance Of 316.01'; THENCE N 04°06'18" E For A Distance Of 59.84'; THENCE N 03°53'58" E For A Distance Of 100.84' To A Cherry Tree ON THE SOUTH R.O.W. OF HWY 412; SAID TREE BEING THE NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE NORTHEAST CORNER OF GARRISON; THENCE WITH SOUTH R.O.W. OF HWY 412, With A Curve Turning To The Left With An Arc Length Of 967.87', With A Radius Of 7689.44', With A Chord Bearing Of S 84°20'33" E, With A Chord Length Of 967.23' To The point Of Beginning And Containing 116.35 Acres, OUTSIDE BOUNDARY AS SURVEYED BY STEPHEN KIRBY ADKINS, RLS #1787, DATED AUGUST 15, 2006, NEW DIVISION LINES AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, JUNE 29, 2016.

BEING THE SAME PROPERTY CONVEYED TO KERRY WAYNE SMITH AND JESSICA LEIGH SMITH, HUSBAND AND WIFE, BY WARRANTY DEED FROM KEITH A. RAY, A SINGLE MAN, DATED JULY 29, 2016, OF RECORD BOOK 174, PAGE 764, IN THE REGISTER'S OFFICE OF LEWIS COUNTY, TENNESSEE.

## Second Tract:

The following described real property located in the Third (3rd) Civil District of Lewis County, Tennessee, and being more particularly described as follows:

Lot No. 20 of the New Switzerland Estates, a plat of which is of record in Trust Deed Book 34, pages 542-543 (now Plat Cabinet A, Slides 43 and 46), Register's Office of Lewis County, Tennessee, and more particularly described as follows:

Beginning located at the northwest corner of the intersection of Alpine and Swiss Roads, fronting Swiss Road, the lot is 162.25 feet in width; and fronting Alpine Road, the lot is 193 feet in length; Lot 12 is adjacent to the north boundary line; Lot 19 is adjacent to the west boundary line; Swiss Road is adjacent to the south boundary line and Alpine Road is adjacent to the East boundary line, containing 31,131.25 feet, more or less (dimensions not warranted).

Being the same property conveyed to Kerry Wayne Smith and wife, Jessica Leigh Smith, by Special Warranty Deed from JPMorgan Chase Bank, National Association, dated December 26, 2012, of record in Record Book 144, page 371, Register's Office for Lewis County, Tennessee.





 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	<b>29658</b>

Commitment No.: 29658

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
6. As to First Tract (Parcel Four), cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and wife, Jessica Leigh Smith, to Bryan D. Spicer, Trustee, dated July 29, 2016, of record in Record Book 174, page 767, Register's Office for Lewis County, Tennessee, to secure to **Wayne County Bank**, the principal sum of \$227,758.00.
7. As to First Tract (Parcel Three), cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and wife, Jessica Leigh Smith, to Bryan D. Spicer, Trustee, dated December 1, 2016, of record in Record Book 178, page 276, Register's Office for Lewis County, Tennessee, to secure to **Wayne County Bank**, the principal sum of \$119,285.00.
8. As to First, Tract (Parcel Two), cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and wife, Jessica Smith, to William B. Bryant, Trustee, dated December 22, 2016, of record in Record Book 179, page 158, Register's Office for Lewis County, Tennessee, to secure to **The Bank of Waynesboro**, the principal sum of \$150,000.00.
9. As to First Tract (Parcel One), cancellation and release from record Deed of Trust executed by Wayne Smith and wife, Jessica Smith, to Martin L. Haggard, Jr., Trustee, dated August 31, 2017, of record in Record Book 187, page 290, Register's Office for Lewis County, Tennessee, to secure to **Wayne County Bank**, the principal sum of \$55,000.00.
10. As to First Tract (Parcel Two), Second Tract, Third Tract, Fourth Tract, cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and wife, Jessica Leigh Smith, to William B. Bryant, Trustee, dated June 28, 2018, of record in Record Book 195, page 322, Register's Office for Lewis County, Tennessee, to secure to

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 File No.: 29658

ALTA Commitment for Title Insurance (8-1-16)  
 Tennessee – Schedule BI & BII



 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	<b>29658</b>

Commitment No.: 29658

**The Bank of Waynesboro**, the principal sum of \$270,000.00.

11. As to Second Tract, cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and Jessica Leigh Smith, to William B. Bryant, Trustee, dated December 27, 2012, of record in Record Book 144, page 375, Register's Office for Lewis County, Tennessee, to secure to **The Bank of Waynesboro**, the principal sum of \$37,044.02.
12. As to Second Tract, cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and wife, Jessica Leigh Smith, to William B. Bryant, Trustee, dated February 6, 2013, of record in Record Book 145, page 337, Register's Office for Lewis County, Tennessee, to secure to **The Bank of Waynesboro**, the principal sum of \$9,806.98.
13. As to Second Tract, cancellation and release from record Deed of Trust executed by Kerry Wayne Smith and wife, Jessica Leigh Smith, to William B. Bryant, Trustee, dated November 17, 2015, of record in Record Book 168, page 328, Register's Office for Lewis County, Tennessee, to secure to **The Bank of Waynesboro**, the principal sum of \$150,000.00.
14. General Warranty Deed executed by Kerry Wayne Smith, aka Kerry Wayne Smith, Jr. and wife, Jessica Leigh Smith, vesting fee simple title in TBD.
15. As to First Tract, pay real estate taxes for the year 2018 which are delinquent and due to the Lewis County Trustee in the BASE amount of \$1,194.00, plus penalty and interest for a total due in the amount of \$1,265.64 if paid on or before June 30, 2019. Note as to First Tract: Taxes for the year 2017 show PAID to the Lewis County Trustee. Property being Map/ Parcel No. 037/ 040.00.
16. As to Second Tract, pay real estate taxes for the year 2018 which are delinquent and due to the Lewis County Trustee in the BASE amount of \$450.00, plus penalty and interest for a total due in the amount of \$477.00 if paid on or before June 30, 2019. Note as to Second Tract: Taxes for the year 2017 show PAID to the Lewis County Trustee. Property being Map/ Parcel No. 042C/ A/ 020.00.

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ALTA Commitment for Title Insurance (8-1-16)  
 Tennessee – Schedule BI & BII



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<b>Schedule BI &amp; BII</b>	<b>29658</b>

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## 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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.
6. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights expedited in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.
8. As to First Tract, easement for right of way as set out in Record Book 180, page 585; Record Book 178, page 831; Record Book 178, page 273 and Record Book 174, page 764, Register's Office for Lewis County, Tennessee.
9. As to First Tract, easement for ingress/ egress of record in Warranty Deed Book A-85, page 333; Warranty Deed Book A-58, page 151; Warranty Deed Book A-85, page 121; Warranty Deed Book A-65, page 143; Record Book

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ALTA Commitment for Title Insurance (8-1-16)  
 Tennessee – Schedule BI & BII





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158, page 744 and Record Book 165, page 634, Register's Office for Lewis County, Tennessee.

10. As to First Tract, easement for right and reservations of record in Warranty Deed Book A-33, page 195, Register's Office for Lewis County, Tennessee.
11. As to First Tract, any lien which may arise from the re-classification of said property as a result of "Rollback Taxes and/or Greenbelt Taxes" set forth and defined by 67-5-1001, Tennessee Code Ann. and as amended by Public Chapter 279 of the Public Acts of 1987 by instrument of record in Record Book 175, page 515 and Record Book 180, page 584, Register's Office for Lewis County, Tennessee.
12. As to First Tract, one-half of oil, gas and mineral rights of record in Book AA, page 65, Register's Office for Lewis County, Tennessee.
13. As to First Tract (Parcel One), all matters shown on a survey by Scottie Brewer, 612 Longbranch Road, Hohenwald, Tennessee 38462, Registered Land Surveyor, Tennessee License No. 2393, dated February 11, 2009.
14. As to First Tract (Parcel Two), all matters shown on a survey by KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, JUNE 11, 2008.
15. As to First Tract (Parcels Three and Four), all matters shown on a survey by KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, JUNE 29, 2016.
16. As to Second Tract, all matters appearing on the plat of record in Plat Cabinet A, Slides 43 and 46, Register's Office for Lewis County, Tennessee.
17. As to Second Tract, all matters set out in Exhibit "B" in Record Book 144, page 371, Register's Office for Lewis County, Tennessee.
18. If improvements are completed after January 1st of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

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ALTA Commitment for Title Insurance (8-1-16)  
Tennessee – Schedule BI & BII





*First American Title™*

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

