



**4 Bed/2 Bath Brick Home on  
4.82+/- Acres with Barn and  
Storage Shed near Millington, TN**

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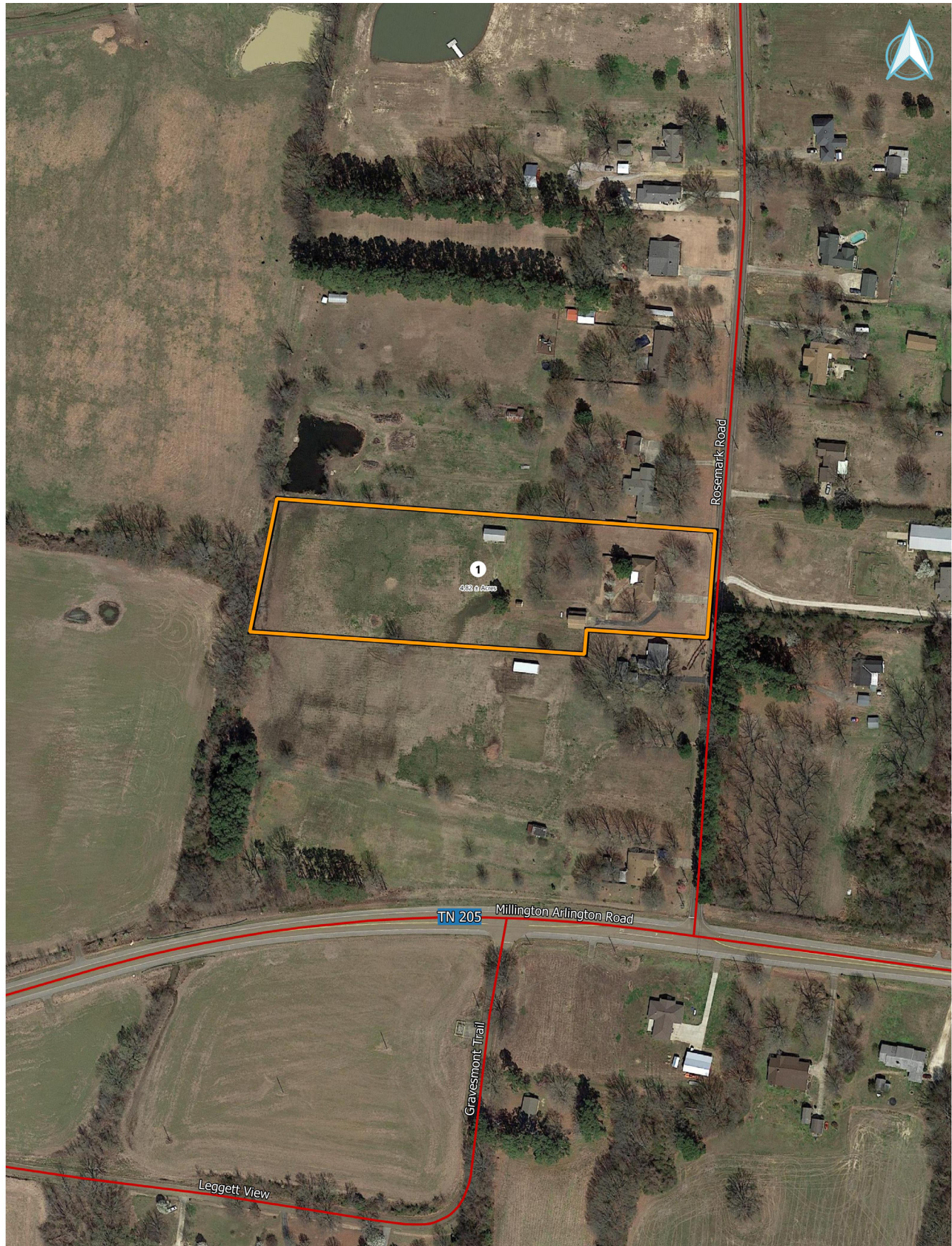


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# Auction Sales Map







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## Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

September 2013



### Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

#### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

#### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

#### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.



## Lead Gets into the Body in Many Ways

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### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

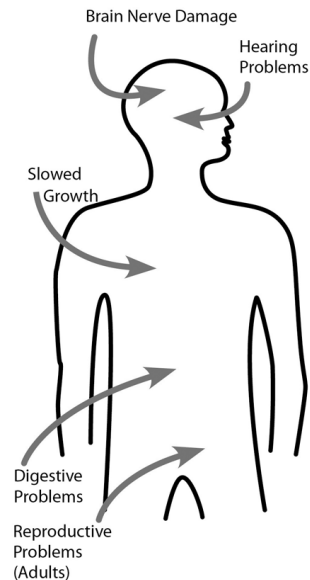
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



### Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

### Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.



### What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

### Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

### Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.



### Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200



### **Consumer Product Safety Commission (CPSC)**

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

#### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

### **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

#### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

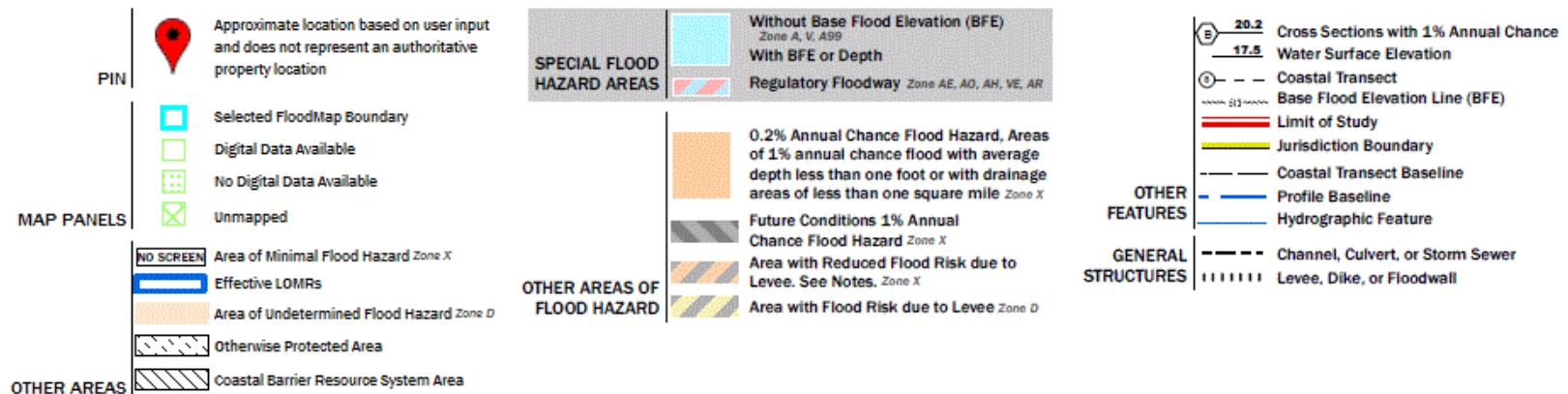
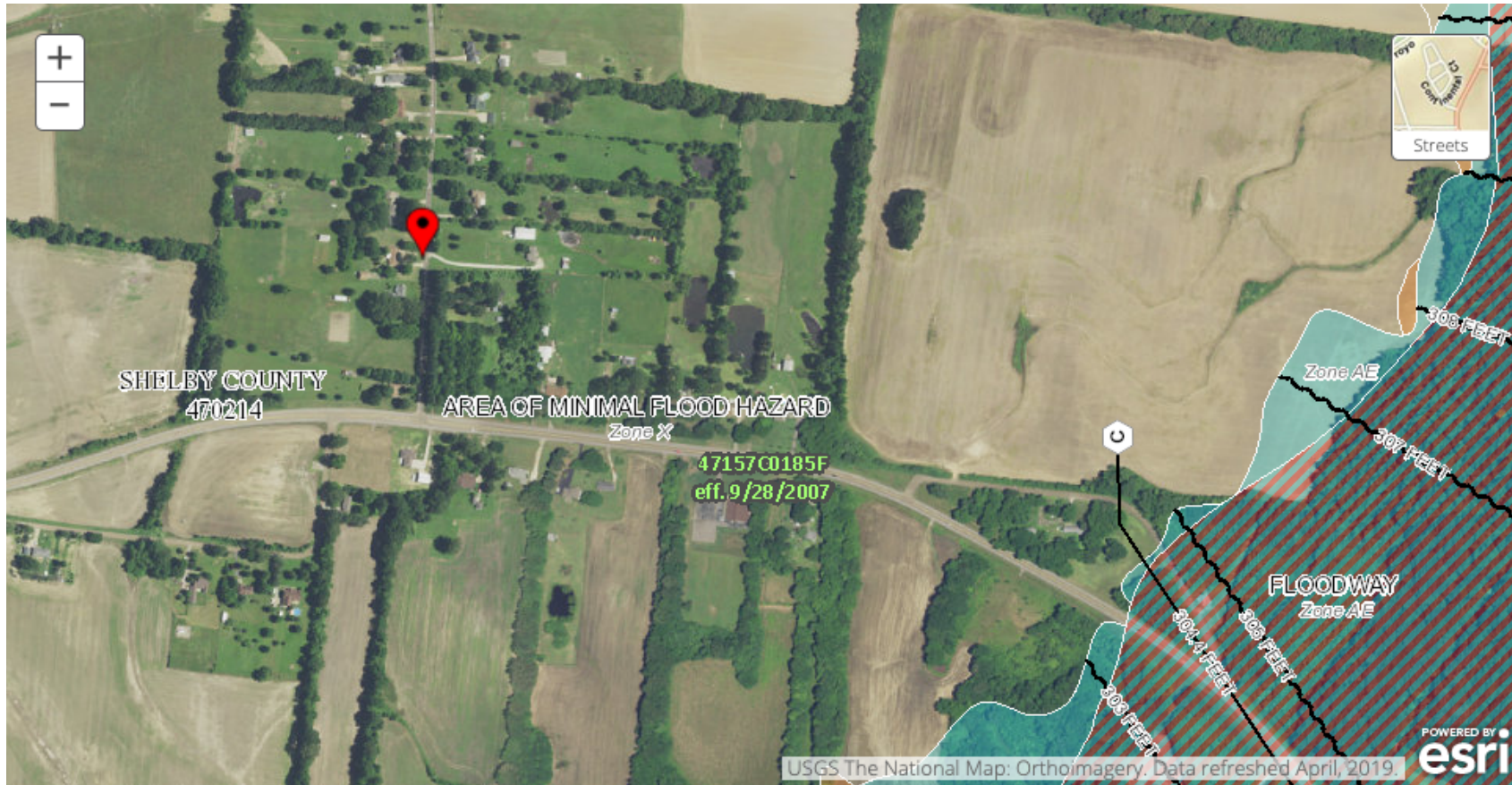
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September 2013

## **IMPORTANT!**

### **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

# FEMA Flood Map



# Sample Agreement of Purchase and Sale



## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on October 31, 2019

BETWEEN:

James A. Sargent Revocable Trust c/o Cumberland Trust and Investment Company  
40 Burton Hills Blvd Ste 300  
Nashville, Tennessee 37215-6292  
(615) 783-1843  
rfuqua@cumberlandtrust.com (the "Seller")

AND

,  
(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: \$
  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 J. Gilbert Parrish, Jr., Attorney at Law, 60 Brazelton Street #9, 38372 Savannah, Tennessee, United States, work:(731) 925-1966,work\_fax:(731) 925-1130, work:parrishgil@gmail.com, Gil Parrish, 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 Section 9 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 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 on or before 4:00 pm, local





time, on December 2, 2019. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a special 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. Cumberland Trust as the Seller/ Grantor will convey the real property by Special Warranty deed or Trustee's deed, solely in its fiduciary capacity, in the course of the administration of a decedent's estate or trust. The representations and warranties herein made by Cumberland are limited to those representations and warranties it can and should make in its fiduciary capacity and not further nor otherwise.

3. POSSESSION: The Purchaser will receive possession at closing.

4. CLOSING COSTS:

1. The Seller shall pay the following closing costs:

1. Costs to search the title and prepare the title commitment;
2. Costs to prepare the deed;
3. 50% of the closing agent's cost to close the sale; and
4. Any legal counsel retained by Owner in connection with the conveyance of the Property.

2. The Purchaser shall pay the following costs:

1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
2. Any special endorsements to the title policy;
3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
6. 50% of the closing agent's cost to close the sale; and
7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.

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.

7. **NO NEW SURVEY:** The Property shall be conveyed to the Purchaser according to the existing legal description. Neither the Auctioneer nor the Owner has ordered a survey of the Property. Neither the Auctioneer nor the Owner shall be obligated to order a survey of the Property.
8. **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.
  7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
9. **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.
10. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its

# Sample Agreement of Purchase and Sale



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.

10. **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.
11. **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.
12. **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 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.



# Sample Agreement of Purchase and Sale



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.

**SELLER:** James A. Sargent Revocable Trust

Cumberland Trust and Investment Company executes this instrument solely in its fiduciary capacity and not individually, and in the course of the administration of a decedent's estate/trust, and the representations and warranties herein made by it are limited to those representations and warranties it can and should make in its fiduciary capacity and not further nor otherwise.

Cumberland Trust & Investment Company, Executor/Trustee

BY: \_\_\_\_\_

**PURCHASER:**

BY: \_\_\_\_\_

## Exhibit A: Description of Property

Auction Tract: 1

4 BR, 2 BA, 2,102± sf Brick Home on 4.82± Acres with Barn and Storage Shed near Millington, TN

Shelby County, TN Tax ID D0117 00158




# Sargent Deed



*Tom Leatherwood*

Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

	
14003573	
01/10/2014 - 08:31 AM	
2 PGS	
ALONZO 1172464-14003573	
VALUE	10.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

1075 Mullins Station, Suite W 165 ~ Memphis, Tennessee 38134 (901) 222-8100  
Website: <http://register.shelby.tn.us> Email: [Tom.L Leatherwood@shelbycountyttn.gov](mailto:Tom.L Leatherwood@shelbycountyttn.gov)





PREPARED BY AND RETURNABLE TO:

LLOYD C. KIRKLAND, JR.  
Attorney at Law  
530 Oak Court Drive, Suite 360  
Memphis, Tennessee 38117

## QUIT CLAIM DEED

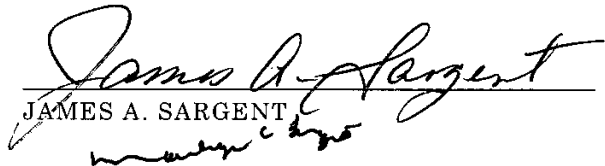
KNOW ALL MEN BY THESE PRESENTS, that we, JAMES A. SARGENT and MARLYN C. SARGENT, husband and wife, of the County of Shelby, State of Tennessee, for and in consideration of the sum of TEN DOLLARS, do hereby bargain, sell, release, remise, quit claim, and convey unto the said JAMES ALBERT SARGENT, Trustee of the JAMES ALBERT SARGENT REVOCABLE TRUST dated January 3, 2014, all our right, title, and interest in and to the following described real estate, to wit:

Lot 3 of the BROWN SUBDIVISION, located in the northwest corner of Rosemark Road and Millington-Arlington in the first civil district of Shelby County, Tennessee, and being more particularly described as follows: BEGINNING at a point in the center line of Rosemark Road 553.91 feet north of the center line of Millington-Arlington Road and running thence north 1 degree 15 minutes west along said center line a distance of 201.41 feet to a point; thence south 88 degrees 50 minutes west a distance of 851.78 feet to a point; thence south 3 degrees 15 minutes west a distance of 258.92 feet to a point; thence north 88 degrees 50 minutes east a distance of 633.26 feet to a point; thence north 1 degree 15 minutes west a distance of 51.20 feet to a point; thence north 87 degrees 30 minutes east a distance of 238.90 feet to the point of beginning. Being the same property conveyed to the Grantors herein by Warranty Deed recorded as Instrument No. H3 5213, said Register's Office.

Being the same property conveyed to JAMES A. SARGENT and wife, MARLYN C. SARGENT, and recorded as Instrument AU 3243 in the Register's Office of Shelby County, Tennessee.

Said Trustee (and any Successor Trustee) is granted full power to sell, mortgage, lease, convey, or otherwise dispose of said property, and any purchasers, lessees, or encumbrancers hereby are especially relieved of the necessity of looking to the application of the proceeds of any such sale, lease, mortgage, or other disposition of said property.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 6<sup>th</sup> day of January, 2014.

  
JAMES A. SARGENT

MARLYN C. SARGENT

# Sargent Deed

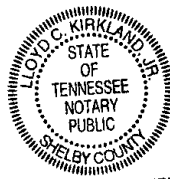


Tom Leatherwood, Shelby County Register of Deeds: Instr. # 14003573

STATE OF TENNESSEE  
COUNTY OF SHELBY

On this 6<sup>th</sup> day of January, 2014, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JAMES A. SARGENT and MARLYN C. SARGENT, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office this day and year above written.



MY COMMISSION EXPIRES:  
June 21, 2016

Lloyd C. Kirkland Jr.  
Notary Public

My Commission Expires: \_\_\_\_\_

Property known as: 8007 Rosemark Road, Millington, Tennessee 38053  
Property Owner: JAMES ALBERT SARGENT, Trustee, 8007 Rosemark Road, Millington, Tennessee 38053  
Mail Tax Notice to: JAMES ALBERT SARGENT, Trustee, 8007 Rosemark Road, Millington, Tennessee 38053  
Parcel ID No.: D0117 00158

I hereby swear or affirm that to the best of my knowledge, information, and belief, the actual consideration for this transfer is \$10.00.

James A. Sargent  
Affiant

Subscribed and sworn to before me this the 6<sup>th</sup> day of January, 2014.

Lloyd C. Kirkland Jr.  
Notary Public

My Commission Expires: \_\_\_\_\_



MY COMMISSION EXPIRES:  
June 21, 2016

# Tax Information



Friday, August 16, 2019

## LOCATION

**Property Address** 8007 Rosemark Rd  
Millington, TN 38053-5754

## Subdivision

**County** Shelby County, TN

## PROPERTY SUMMARY

**Property Type** Residential  
**Land Use** Single-Family  
**Improvement Type** Residential  
Traditional/Conventional

**Square Feet** 2102

## GENERAL PARCEL INFORMATION

**Parcel ID/Tax ID** D0117 00158

## Alternate Parcel ID

## Account Number

**District/Ward** S

**2010 Census Trct/Blk** 207/2

**Assessor Roll Year** 2018



## CURRENT OWNER

**Name** Sargent James A Revocable Trust Tr

**Mailing Address** 8007 Rosemark Rd  
Millington, TN 38053-5754

## SALES HISTORY THROUGH 08/09/2019

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
1/6/2014		Sargent James A Revocable Trust Tr		Quit Claim Deed		14003573
11/10/1988	\$135,000	Sargent James A & Marilyn C		Warranty Deed		AU3243
10/20/1972	\$9,640					H35213

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2018	Assessment Year	2018		
Appraised Land	\$44,000	Assessed Land		Shelby County	4.11
Appraised Improvements	\$107,100	Assessed Improvements			
Total Tax Appraisal	\$151,100	Total Assessment	\$37,775		
		Exempt Amount			
		Exempt Reason			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017		\$1,552.55	\$1,552.55
2016		\$1,510.93	\$1,510.93
2014		\$1,510.93	\$1,510.93
2013		\$1,528.22	\$1,528.22

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# Tax Information



## Property Report for 8007 ROSEMARK RD. cont.

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
08/25/2003	\$75,000	Sargent James A Sargent Marilyn C	Trustmark National Bank	03185357
07/31/2002	\$50,000	Sargent James A Sargent Marilyn C	Trustmark National Bank	02147211

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Residential Traditional/Conventional	Condition	Average	Units
Year Built	1973	Effective Year		Stories 1
BRs	4	Baths	2 F H	Rooms 8
Total Sq. Ft.	2,102			
Building Square Feet (Living Space)			Building Square Feet (Other)	
Base 2102			Enclosed Porch Finished 264	
			Carport Finished 400	
			Utility Unfinished 60	

#### - CONSTRUCTION

Quality	Res Average (C)	Roof Framing	Gable And Hip
Shape		Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	Central Heat & Air
Exterior Wall	Brick Veneer	Heat Type	Central Heat And Air
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	6

#### - OTHER

Occupancy	Occupied	Building Data Source	
-----------	----------	----------------------	--

### PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Shed On Pole	800	2005	NORMAL
Barn General Purpose	900	1989	NORMAL

### PROPERTY CHARACTERISTICS: LOT

Land Use	Single-Family	Lot Dimensions	
Block/Lot		Lot Square Feet	209,958
Latitude/Longitude	35.344810°/89.774755°	Acreage	4.82

### PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code	Conservation Agriculture	Special School District 2	
Owner Type			

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## Tax Information



### Property Report for 8007 ROSEMARK RD. cont.

#### LEGAL DESCRIPTION

<b>Subdivision</b>	<b>Plat Book/Page</b>
<b>Block/Lot</b>	<b>District/Ward</b>
<b>Description</b>	Neighborhood: 00401A00 /Ws Rosemark Rd 201.41 Ft Frontage

#### 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.	47157C0185F	09/28/2007

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# Title Commitment



American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016  
Technical Corrections 04-02-2018

## COMMITMENT FOR TITLE INSURANCE ISSUED BY

### 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 EXTRA CONTRACTUAL 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, a 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 \_\_\_\_\_ Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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.

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

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(13983.PFD/13983/2)



# Title Commitment



American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016  
Technical Corrections 04-02-2018

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I-Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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# Title Commitment



American Land Title Association

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Technical Corrections 04-02-2018

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

## 8. PRO-FORMA POLICY

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

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at [www.alta.org/arbitration](http://www.alta.org/arbitration).

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# Title Commitment



American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016  
Technical Corrections 04-02-2018

## SCHEDULE A

1. Commitment Date: October 22, 2019 at 09:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (10/17/92)  
Proposed Insured: TBD  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
James Albert Sargent, Trustee of the JAMES ALBERT SARGENT REVOCABLE TRUST dated January 3, 2014
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

J. Gilbert Parrish, Jr.

By: \_\_\_\_\_

J. Gilbert Parrish, Jr.

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# Title Commitment



American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016  
Technical Corrections 04-02-2018

## 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.
  - a. from James Albert Sargent, Trustee of the JAMES ALBERT SARGENT REVOCABLE TRUST dated January 3, 2014 to TBD
- a. Pay the agreement 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 and exceptions.
- e. Warranty Deed from James Albert Sargent, Trustee to TBD must be properly executed, delivered and recorded.
- f. Subject to a deed of trust in favor of Trustmark National Bank from James A. & Marilyn C. Sargent dated August 25, 2003 and recorded as Instrument Number 03185357 in the Shelby County Register's Office in the amount of \$75,000.00 with T. Harris Collier, III acting as Trustee. Said deed of trust was modified dated September 9, 2013 and recorded as Instrument Number 13117814 in the Shelby County Register's Office.
- g. Certification of Trust for James Albert Sargent to sign on behalf of the Trust must be provided.

## 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:

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

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(13983.PFD/13983/6)





# Title Commitment



American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016  
Technical Corrections 04-02-2018

## SCHEDULE B (Continued)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
  - a. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
  - b. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
  - c. All assessments and taxes due in 2019, and thereafter. County taxes are in the amount of \$1,529.89.
  - d. Rights of parties in possession.
  - e. Subject to existing roads; utilities and matters relating to Brown Subdivision.
  - f. 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, and gravel located in, on or under the Land or produced from the land, whether such ownership or right arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of ways, 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.
  - g. This a pro forma commitment which is remitted to reflect the general condition of the title to said property and such items that a request for a title commitment to insure said property may include. This pro forma may be edited, amended, altered and be subject to such changes in title and such additional requirements, exceptions and approvals which may be required by the agent and/or title insurance company to insure said property. This pro forma shall not constitute a commitment or binding obligation to insure said property. To secure a binding commitment, the proposed insured's name must be included on the title commitment with a proposed insured amount and the title to such property must be down dated and such additional exceptions and requirements included in said commitment with a signature by an approved agent.
  - h. Note: The acreage mentioned in the legal description is only for convenience in identifying the tract insured, it is not intended that this policy insure the amount of acreage.

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(13983.PFD/13983.6)



# Title Commitment



Commitment Number: 13983

## EXHIBIT A PROPERTY DESCRIPTION

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

Lot 3 of the BROWN SUBDIVISION, located in the northwest corner of Rosemark Road and Millington-Arlington in the first civil district of Shelby County, Tennessee, and being more particularly described as follows: Beginning at a point in the center line of Rosemark Road 553.91 feet north of the center line of Millington-Arlington Road and running thence North 1 degree 15 minutes West along said center line a distance of 201.41 feet to a point; thence South 88 degrees 50 minutes West a distance of 851.78 feet to a point; thence South 3 degrees 15 minutes West a distance of 258.92 feet to a point; thence North 88 degrees 50 minutes East a distance of 633.26 feet to a point; thence North 1 degree 15 minutes West a distance of 51.20 feet to a point; thence North 87 degrees 30 minutes East a distance of 238.90 feet to the point of beginning. Being the same property conveyed to James A. Sargent and Marlyn C. Sargent by deed of record as Instrument Number H3 5213, in the Shelby County Register's Office. Also by Quitclaim deed to James Albert Sargent, Trustee of the James Albert Sargent Revocable Trust dated January 3, 2014 and recorded as Instrument Number 14003573 in the Shelby County Register's Office.

ALTA Commitment  
Exhibit A

(13983.PFD\13983\5)



# Zoning

ZTA 19-1

Key: Blank Cell = Not Permitted ■ = Permitted □ = Special Use Approval C = Conditional Use Permit + = Significant Neighborhood Structure Conditional Use Permit																																	
USE CATEGORY	PRINCIPAL USE	P	OS	FW	CA	CIV	R-MP	R-E	R-15	R-10	R-8	R-6	R-3	RU-1	RU-2	RU-3	RU-4	RU-5	R-W	OG	CMU-1	CMU-2	CMU-3	CBD	CMP-1	CMP-2	EMP	WD	IH	Use Standard			
RESIDENTIAL																																	
Household Living (see 2.9.2A)	Single-Family Detached																																
	Conventional				■			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■							
	Side Yard House									■	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■				2.6.1A			
	Cottage												■	■	■	■	■	■	■	■	■	■	■		■	■							
	Single-Family Attached																																
	Semi-attached														■	■	■	■	■	■	■	■	■		■	■							
	Two-Family														■	■	■	■	■	■	■	■	■		■	■							
	Townhouse															■	■	■	■	■	■	■	■	■	■	■							
	Multifamily																																
	Large Home															■	■	■	■	■	□	□	□	□		□	□						
	Stacked Townhouse															■	■	■	■	■	□	□	□	□		■	□	□					
	Apartment																■	■	■		□	□	□	□	■	□	□						
	Upper-Story Residential																■	■	■	■	■	■	■	■	■	■	■						
	Live/Work														□	□	□	■	■	■	■	■	■	■	■	■	■				2.6.1B		
Group Living (see 2.9.2B)	Manufactured, Modular Home					■		■	■	■	■	■	■	■	■	■	■		■	■											2.6.1C		
	Mobile Home				C		C																								2.6.1D		
	Container Home				C		C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C		C	C					2.6.1G		
	Manufactured Home Park				■		■																								2.6.1E		
	Boarding House, Single Room Occupancy															□	□	□	□		□	■	■	□							2.6.1F		
	Rooming House								C	C	C	C	C	C	C	C	C	C	C	C	C	■	■	■	C							2.6.1F	
	Fraternity, Sorority, Dormitory																□	□	□			□	■	■	□	□						2.6.1F	
	Monastery, Convent					■											□	□	□		□	■	■	■	■	■	■					2.6.1F	
	Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility					■											■	■	■	■	■	■	■	■	■	■	■						2.6.1F
	Personal Care Home for the Elderly					■	■		■	■	■	■	■	■	■	■	■	■			■												2.6.1F
	Supportive Living Facility					■	■		■	■	■	■	■	■	■	■	■	■		□													2.6.1F
CIVIC																																	
Community Service (see 2.9.3A)	Police, Fire, EMS Substation	■			■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		2.6.2A	
	Neighborhood Arts Center or Similar Community Facility (public)	■				■	□	□	□	□	□	□	□	□	□	□	□	□		□	□	□	□	■	□	□							
	Philanthropic Institution					■															■	■	■	■	■								
	Museum, Library	■				■		□	□	□	□	□	□	□	□	□	□	□		□	■	■	■	■	■	■	■						
	All other City- or County-owned facilities not included in this Use Table	□	□		■	■	□	□	□	□	□	□	□	□	□	□	□	□	□		■	■	■	■	■	■	■	■	■	■			
Day Care (see 2.9.3B)	Adult day-care program					■		□	□	□	□	□	□	□	□	□	□	□	□		■	■	■	■	■	■	■	■					
	Group Day Care Home (5 to 12 persons)					■	□	□	□	□	□	□	□	□	□	□	□	□	□	■	■	■	■	■	■	■	■	■				2.6.2B	
	Child Care Center (13+ persons)					■	□	□	□	□	□	□	□	□	□	□	□	□	□	■	■	■	■	■	■	■	■	■				2.6.2B	
	Drop-in Child Care Center (15+ persons)																				■	■	■	■	■	■	■	■	□	□		2.6.2B	
	Nursery School, Preschool					■	□	□	□	□	□	□	□	□	□	□	□	□	□		■	■	■	■	■	■	■	■	□	□			2.6.2B
Education Facility (see 2.9.3C)	Academy (special training)					■															■	■	■	■	■	■	■	■	■	■			
	College, Community College, University					■															■	■	■	■	■	■	■	■	■	■			
	Seminary					■	■	□	□	□	□	□	□	□	□	□	□	□	□		■	■	■	■	■	■	■	■	■	■	■		2.6.2C

