



**1,008± sf, 3 Bedroom,
1 Bathroom Home in Cookeville, TN**

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Form of Contract for Sale of Real Property



CONTRACT FOR SALE OF REAL PROPERTY

This contract, entered on this 17th day of September 2020, between Timothy G. Niarhos, Trustee for Tony Randall Peek and Anita Cheryl Peek, Case No. 20-02169-RSM-2, pending in the United States Bankruptcy Court for the Middle District of Tennessee (the “Seller”), and _____ (the “Buyer”) for the purchase of real property in accordance with 11 U.S.C. § 363.

1. The Seller hereby agrees to transfer to the Buyer certain real property in Putnam County, Tennessee, consisting of a house and lot at 470 Quail Drive, Cookeville, Tennessee 38506 (the “Property”), for the total consideration of \$_____; the Buyer has paid earnest money to Seller’s closing agent, Paramount Title Services, LLC, in the amount of \$_____, to be applied to the purchase price at closing.

2. The Property shall include all structures and property which are attached to the real property, both interior and exterior, and all items clearly intended to be included with the house. No personal property shall be included as part of this sale. The Seller does not make any warranties or representations as to what is included as part of the transfer.

3. The Property is being sold “as is, where is.”

4. The Property will be sold free and clear of all liens and encumbrances, in accordance with 11 USC § 363(f).

5. The Trustee 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 Trustee in connection with the conveyance of the Property. The Purchaser shall pay the following closing 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.

6. The current year property taxes will be prorated as of the date of closing.

7. The Seller will provide the Buyer with a Trustee's Deed (without warranties), subject to all existing restrictive covenants, zoning ordinances and easements of record in the Register's Office for Putnam County, Tennessee.

8. The closing of this sale will be held on or before October 19, 2020 unless otherwise ordered by the Bankruptcy Court, or unless the parties agree otherwise.

9. The entire purchase price shall be paid to the Seller at closing. Any credits or other required disbursements will be made by Seller at closing.

10. McLemore Auction Company, LLC has been appointed by the bankruptcy court to serve as auctioneer in this case; a commission of 10% will be paid to Seller's auctioneer at the closing of this sale.

11. The parties agree to use the services of Paramount Title Services, LLC, 45 Peavine Plaza #103, Crossville, TN 38571 as closing agent for the Buyer and the Seller.

12. The parties agree that this is a cash sale and is not contingent on Purchaser's ability to obtain financing.

13. If the Buyer fails to perform any part of this contract, the earnest money may be forfeited at the Seller's option as partial liquidated damages, and the Seller shall have the option of rescinding this contract, suing for additional damages or specific performance of this contract, or both.

14. In the event that the Seller files suit to enforce this contract, the Seller shall be entitled to recover all costs of such enforcement, including all costs and attorney's fees. This provision shall survive the closing.

15. Time is of the essence in this agreement.

16. The provisions of this agreement shall be merged into the closing.

Form of Contract for Sale of Real Property



SELLER:

BUYER:

TIMOTHY G. NIARHOS, TRUSTEE
1106 18th Avenue South
Nashville, TN 37212



Restrictive Covenants for South Town Village



*Prepared By: FLATT & JAYCOB
Cookeville, Tenn.*

RESTRICTIVE COVENANTS APPLICABLE TO SOUTH TOWN VILLAGE

THIS INDENTURE is made on this, the _____ day of _____, 1978, by Rex Ennis and William H. Baugh, pertaining to South Town Village, located in the 1st Civil District of Putnam County, Tennessee, and being of record in Plat Book 1, page 146, in the Register's Office of Putnam County, Tennessee, and said plat is here referred to and made a part hereof as fully as if copied and set out herein in full.

All lots in South Town Village are restricted as follows or as noted on said plat. The covenants and restrictions will run with said lots and tracts and will be a part of the consideration for the conveyance of the lots and tracts. Said restrictions will run for a period of thirty (30) years at which time said covenants and restrictions shall automatically extend for another twenty (20) years, unless by a vote of the majority of the owners of the lots and tracts shall be agreed to change said covenants in whole or in part.

The within named developers, Rex Ennis and William H. Baugh, or their heirs, successors, and assigns, specifically reserve the right to change, amend, revise, or alter at any time in the future any or all of the restrictions hereinafter set forth. Developers shall serve as quasi trustees for purchasers of said lots in the matter of enforcing, maintaining or amending said restrictions. However, they reserve the right to do so in their exclusive discretion. Developers are aware of the fact that both inflation and advances in technology as well as the so-called energy crisis is producing innovations in building materials and practices to the end that improvements in such materials may result in acceptable building practices in the future that would seem untenable at the present time. However, the reservation of the right to change or alter such restrictions and the denial to any lot owner of vested rights therein shall be employed by the developers to the end of creating and maintaining a residential area upon these lots with single family residences that are attractive, well built, and in a general economic class with other residences within this subdivision.

Said restrictions are as follows:

1. All lots or tracts sold by developers shall be used for residential purposes only.
2. No structure shall be erected, placed, or permitted to remain on any lot other than one single family dwelling, as laid out on the plat of South Town Village.
3. No dwelling placed on said lots or tracts shall contain less than 1008 square feet in a one-story dwelling; 1008 square feet in a two-story dwelling, or 1008 square feet in a split-level residence.



The foregoing minimum ground floor areas are exclusive of garages, basements, porches, terraces, carports and similar appurtenances.

4. The location of each residence must be approved by the Putnam County Health Department. Any residence must be located at least forty (40) feet from any fronting street and shall be located at least thirty (30) feet from any side street, and at least ten (10) feet from any lot line, except when otherwise stated in warranty deed.
5. Any outbuildings must be located at least fifty (50) feet from fronting street and at least fifty (50) feet from any lot line, except when otherwise stated in warranty deed.
6. No illegal or offensive activities as defined by developers shall be carried on upon any lot or tract. No commercial activities shall be carried on from any residences.
7. No house trailers or detached toilets shall be placed or erected upon said lots or tracts.
8. No cows, swine, or other nuisance shall be permitted to be kept on said property, and the premises shall not be used for the raising or maintenance of any livestock, poultry, or dog kennels.
9. No temporary structures or partially completed buildings shall be used as residences. No used houses shall be moved on any lot.
10. No garden or crops may be grown on any lot in such a manner as to block or obstruct the view of any dwelling house in said subdivision as viewed from the street on which any such dwelling house faces.
11. If city or other public sewage becomes available to the area then all dwelling houses on lots abutting the street served by such sewage line must tie onto the same within a reasonable time.
12. No one will be permitted to have a junk car or junk, trash, garbage, or scrap accumulations on said lots.
13. No lots, no houses, no garages, nor any detached buildings can be used for commercial purposes.
- 13(a). All exterior materials must be approved by the Southern Building Code.





14. No other type building or out building of any kind or type shall be built with its front line forward of the front line of the main dwelling or mansion house.
15. No sign of any kind shall be displayed to the public view or any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. No shrubbery, bushes, trees, or any vegetation of any kind shall be planted or allowed to grow on any lot that will obstruct the view on any corner of any lot or street, thereby creating a potential safety hazard.
17. No lot or portion of any lot, nor any street, alley or right-of-way shall be used to install a water line to other properties adjoining this subdivision except with the express written approval of Rex Ennis and William H. Baugh.
18. Said land shall be used for residential purposes only; and only one house is to be erected or constructed on any lot in said subdivision, and no outhouse or outhouses are to be erected or constructed on said above described property, other than a garage which shall be in strict harmony with the residence built on said lot, and said garage shall in no event be in front of the building line established for residences, as herein set out.
19. All residences shall have a continuous foundation. No outside temporary piers shall be permitted under houses.
20. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the developers' loss of time and trouble encountered, and all his attorneys' fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

In the event any one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictions, all other restrictions shall be and remain in full force and effect.

WITNESS OUR HANDS, on this, the day and date first above written.





Rex Ennis

REX ENNIS

William H. Baugh

WILLIAM H. BAUGH

STATE OF TENNESSEE
COUNTY OF PUTNAM

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, the within named Rex Ennis and William H. Baugh, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Cookeville, Tennessee, this 21 day of November, 1978.

Judith Burgess
NOTARY PUBLIC



My Commission Expires:

9-23-81

STATE OF TENNESSEE, PUTNAM COUNTY:

The foregoing instrument and certificate were noted in
Not. C. 12, Page 150 at 2:48 o'clock P M 3-15 19 79
and recorded in WD Book 274, Series --- Page 329
State Tax (paid \$ - Fee - Recording Fee 8.00 Total \$ 8.00
Witness My hand.
Receipt No. 34267

Edwin Qualls
Recorder
EHC



Tax Information



LOCATION

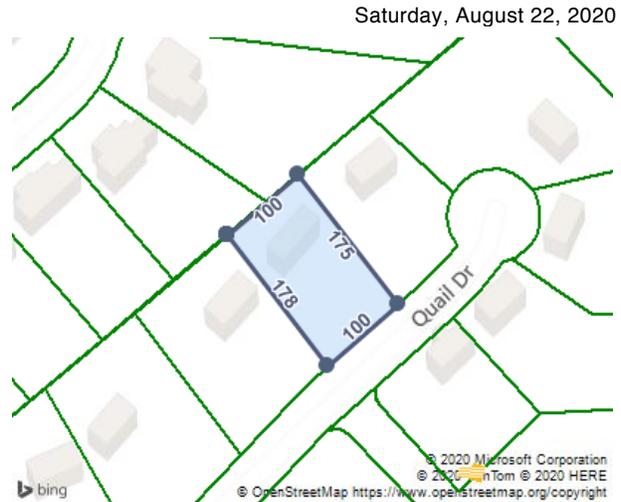
Property Address	470 Quail Dr Cookeville, TN 38506-5920
Subdivision	Southtown Village
County	Putnam County, TN

PROPERTY SUMMARY

Property Type	Residential
Land Use	Household Units
Improvement Type	Single Family
Square Feet	1008

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	083F B 006.00
Special Int	000
Alternate Parcel ID	
Land Map	083G
District/Ward	01
2010 Census Trct/Blk	12/2
Assessor Roll Year	2019



CURRENT OWNER

Name	Peek Tony R Etux Anita
Mailing Address	470 Quail Dr Cookeville, TN 38506-5920

SALES HISTORY THROUGH 07/24/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/28/1993	\$47,500	Peek Tony R Etux Anita %First Tn Bank Mort Loan		Warranty Deed		338/517
12/4/1991	\$44,750	Wilson Edna		Warranty Deed		323/281
12/3/1991		Wilson Edna				323/277
3/22/1991	\$25,000	Rbr Construction Company		Warranty Deed		317/259
3/23/1982		Spivey Sammy Etux Mariann				239/617

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	Assessment Year	2019	Cookeville	0.99
Appraised Land	\$21,300	Assessed Land		Putnam	2.926
Appraised Improvements	\$50,900	Assessed Improvements			
Total Tax Appraisal	\$72,200	Total Assessment	\$18,050		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	\$178.70	\$528.14	\$706.84
2018	\$151.62	\$492.77	\$644.39

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Property Report for 470 QUAIL DR. cont.

2017	\$151.62	\$492.77	\$644.39
2016	\$151.62	\$492.77	\$644.39
2015	\$144.90	\$451.61	\$596.51
2014	\$144.90	\$451.61	\$596.51
2013	\$144.90	\$451.61	\$596.51

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
02/13/2004	\$61,200	Peek Tony R & Anita	Union Planters Bank	RB127/165
03/06/2000	60,000	Peek Tony R & Anita	Bank Of Putnam County	A603/5
02/18/1999	15,000	Peek Tony R & Anita C	Regions Bank	A563/75

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family	Condition	Average	Units	
Year Built	1979	Effective Year	1979	Stories	1
BRs		Baths	F H	Rooms	
Total Sq. Ft.	1,008				
Building Square Feet (Living Space)			Building Square Feet (Other)		
Base 1008			Carport Finished 252		
			Utility Finished 84		

- CONSTRUCTION

Quality	Average	Roof Framing	Gable/Hip
Shape	Rectangular Design	Roof Cover Deck	Composition Shingle
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 Average	Heat Type	Heat Pakage
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	3

- OTHER

Occupancy	Occupied	Building Data Source	Inspection
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PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Detached Garage Unfinished	14X24	1987	AVERAGE
Wood Deck	8X16	1992	AVERAGE
Wood Deck	8X10	1992	AVERAGE

PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	99.98 X 181.67 IRR
Block/Lot	/0016	Lot Square Feet	
Latitude/Longitude	36.118227°/-85.502368°	Acreage	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	Paved
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Property Report for 470 QUAIL DR. cont.

Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Southtown Village	Plat Book/Page	A/71
Block/Lot	/0016	District/Ward	01

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.	47141C0285D	05/16/2007

Title Commitment



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

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President Greg L. Smith, 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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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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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
<h2>Schedule A</h2>	

Transaction Identification Data for reference only:

Issuing Agent: Paramount Title Services (Cookeville Branch) Issuing Office's ALTA® Registry ID: 1169043 Commitment No.: 2020-15627-2 Property Address: 470 Quail Drive, Cookeville, TN 38506 Revision No.:	Issuing Office: 1095 South Walnut Avenue, Ste C., Cookeville, TN 38501 Loan ID No.: Issuing Office File No.: 2020-15627-2
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SCHEDULE A

1. Commitment Date: 08/21/2020 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
 Proposed Insured: **Buyer(s) to be determined at day of auction**
 Proposed Policy Amount: **\$Coverage in an amount to be determined by highest bid at the day of auction**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
 Tony R. Peek and wife, Anita Peek

 Being the same property conveyed to Tony R. Peek and wife, Anita Peek by Deed dated June 28, 1993 from Velma Wilson, recorded June 28, 1996, in Book 338, Page 517, in the Official Records of Putnam County, Tennessee.
5. The Land is described as follows:
 Property description set forth in Exhibit A attached hereto and made a part hereof.

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Title Commitment



FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Authorized Signatory
Christopher Cantrell, License #: 14779
Paramount Title Services (Cookeville Branch)
Issuing Agent

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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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
<h2>Schedule BI</h2>	

Commitment No.: 2020-15627-2

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. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
5. 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.

Duly authorized and executed Deed from Tony R. Peek and wife, Anita Peek, to . TBD, to be executed and recorded at closing.

6. 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 make additional requirements or exceptions.
7. Affidavit executed by current owner(s) of the land described in Schedule A on a form to be supplied by the Company which shall include, but not be limited to, a certification that (1) there are no parties in possession of the land described in Schedule A, other than the current owners; (2) no bankruptcy proceedings in any federal court, federal tax liens, state tax liens and/or judgments have been or are being filed against the owner(s); (3) there are no liens for past due taxes of any nature or any unpaid assessments of any kind; (4) there are no financing statements and no outstanding indebtedness for equipment, appliances or other fixtures attached to the land described in Schedule A; and (5) there are no matters existing, at the time of the delivery of any deed contemplated herein, which would adversely affect the ability of the owner(s) to mortgage or convey the land described in Schedule A.
8. Affidavit executed by current owner(s) of the insured property on a form to be supplied by the Company stating that there have been no improvements to the insured property within the past 1 year which could give rise to a construction lien and that there are no accounts or claims pending and unpaid which could constitute a lien against insured property. The affidavit will also state that affiant has no knowledge of any natural person or legal entity who has or could have a claim of right, interest or lien adverse to the Insured.
9. Execution and delivery of Notice of Availability of Title Insurance to Purchaser/Mortgagor.

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

Commitment No.: 2020-15627-2

**SCHEDULE B, PART I
Requirements (Continued)**

10. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.
11. A Deed of Trust from Tony R. Peek and Anita Peek, husband and wife to Emmett James House or Bill R. McLaughlin, Trustee(s), securing an indebtedness to Union Planters Bank NA, in the amount of \$61,200.00, dated February 13, 2004 and recorded on February 19, 2004 in Book 127, Page 165 with an Appointment of Successor Trustee recorded in Book 472, Page 612 and in Book 690, Page 498, in the official records of Putnam County Register of Deeds to be satisfied and released.
12. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BII	

Commitment No.: 2020-15627-2

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 Records.
4. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete 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 claim 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 excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
8. City taxes for 2019 in the amount of \$179.00 are paid. NOTE: City Taxes are due August 1st of each year and delinquent after December 1st of the year after the year assessed and are payable to: City of Cookeville, 45 East Broad Street, Cookeville, TN, 38501.

County taxes for 2019 in the amount of \$528.00 are paid. NOTE: County Taxes are due October 1st of each year and

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

Commitment No.: 2020-15627-2

SCHEDULE B, PART II
Exceptions (Continued)

delinquent after February 28th of the year after the year assessed and are payable to: Putnam County Trustee, 300 E Spring Street, Ste. 2, Cookeville, TN, 38501.

9. Subject to the Restrictions of record in Book 214, Page 329, in the official records of Putnam County, Tennessee, but omitting any covenants or restriction based on race, color, religion, sex, handicap, familial status on national origin unless and only to the extent that said (a) is exempt under Chapter 24, Section 3607 of the United States or (b) relates to handicap but not discriminate against handicapped persons.
10. Subject to the Utility Easement of record in Book 410, Page 741, in the official records of Putnam County, Tennessee.
11. Subject to the plat of record in Plat Cabinet A, Slide 71 (f.k.a Plat Book 1, Page 1), in the official records of Putnam County, Tennessee.
12. Any inaccuracy in the area, square footage, or acreage of the Land, or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.

No boundary survey was made at the time of this conveyance and the legal description is the same as the prior deed of record.

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 First American Title™	ALTA Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
<h2>Exhibit A</h2>	

Commitment No.: 2020-15627-2

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

Tax ID#: Map 083F, Group B, Parcel 006.00

SITUATED, LYING AND BEING in the FIRST (1st) Civil District of Putnam County, Tennessee, bounded and described as follows:

BEING Lot No. 16, Southtown Village Subdivision, as shown on the plat of record in Plat Cabinet A, Slide 71 (f.k.a Plat Book 1, Page 1), Register's Office, Putnam County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the northwestern margin of Quail Drive, said point being the southernmost corner of Lot #15 and the easternmost corner of the lot herein described; thence along Quail Drive, S 46 degrees 20' W a distance of 100.0 feet to a point; thence leaving Quail Drive and along the northeastern line of Lot #17, N 44 degrees 16' W a distance of 181.7 feet to a 1/2" rebar; thence along the southeastern line of Stewart, N 50 degrees 48' E a distance of 100.4 feet to a 1/2" rebar; thence along the southwestern line of Lot #15, S 44 degrees 15' E a distance of 173.9 feet to the POINT OF BEGINNING, by survey dated June 9, 1993 by Darrell L. Johns, RLS#1404.

No boundary survey was made at the time of this conveyance and the legal description is the same as the prior deed of record.

Being the same property conveyed to Tony R. Peek and wife, Anita Peek by Deed dated June 28, 1993 from Velma Wilson, recorded June 28, 1996, in Book 338, Page 517, in the Official Records of Putnam County, Tennessee.

Utility Easement



Prepared By: City of Cookeville
45 E Broad Street
Cookeville, TN 38501

DEED FOR UTILITY EASEMENT

This Easement Deed is made by and between **TONY R. PEEK & WIFE ANITA PEEK**, hereinafter referred to as the **GRANTORS**, and the **CITY OF COOKEVILLE, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as the **CITY**.

WITNESSETH:

WHEREAS, the **GRANTORS** owns a certain lot, parcel, or tract of land lying and being in the **FIRST** Civil District in Putnam County, Tennessee, being Tax Map 83F, Group B, Parcel 6 and the same property conveyed to them by a deed of record in Book 338, Page 517, in the Register's Office of Putnam County, Tennessee; and

WHEREAS, the **CITY** operates and maintains a sewer collection system and disposal system and desires to acquire from the **GRANTORS** the easement or easements hereinafter described over and through the portion of said lot, parcel, or tract as is hereinafter more specifically described.

NOW, THEREFORE, said **GRANTORS**, for and in consideration the sum of **ONE AND 00/100 DOLLAR (\$1.00)**, in hand paid and receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby give, grant and convey unto the **CITY** the easements (s) hereinafter described and which, unless otherwise hereinafter expressly limited or restricted, shall be a perpetual right and easement(s) to construct and maintain across, upon and through the property hereinafter specifically described, a sewer line with the right to go upon said lands whenever the same is reasonably necessary for inspecting, maintaining, repairing, replacing, renovating, and constructing said sewer facilities and **GRANTORS**, their heirs and assigns, shall not construct and make any permanent improvements or erect any buildings upon said easements which shall interfere with the access of the **CITY** to the same; provided, however the **CITY** shall remove all surplus earth, make level the surface of the ground, and restore the surface as nearly as practical to its original condition.

The easement (s) herein granted to the **CITY** shall exist upon and through the said real property owned by the **GRANTORS** as described and shown on the attached Exhibit "A".

WITNESS my hand, this 23rd day of August, 1999.

GRANTORS:

Tony R. Peek
TONY R. PEEK

Anita Peek
ANITA PEEK

STATE OF TENNESSEE) COUNTY OF PUTNAM)

Personally appeared before me, the undersigned authority, a Notary Public in and for said state and county, **TONY R. PEEK & WIFE ANITA PEEK**, the within named bargainors with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Cookeville, TN this the 23rd day of August, 1999.

State of Tennessee - Putnam County
The foregoing instrument and certificate were noted in
Book 22 Page 264 Clerk P. 116-319 91
and recorded in wp Book 410 Page 741
State Tax Paid \$ For
Recording Fee 10.00 Total 10.00 Receipts 4111
Opal Bunn # Fee

Kevin Breding
Notary Public
My Commission Expires: 11/1/2000



741

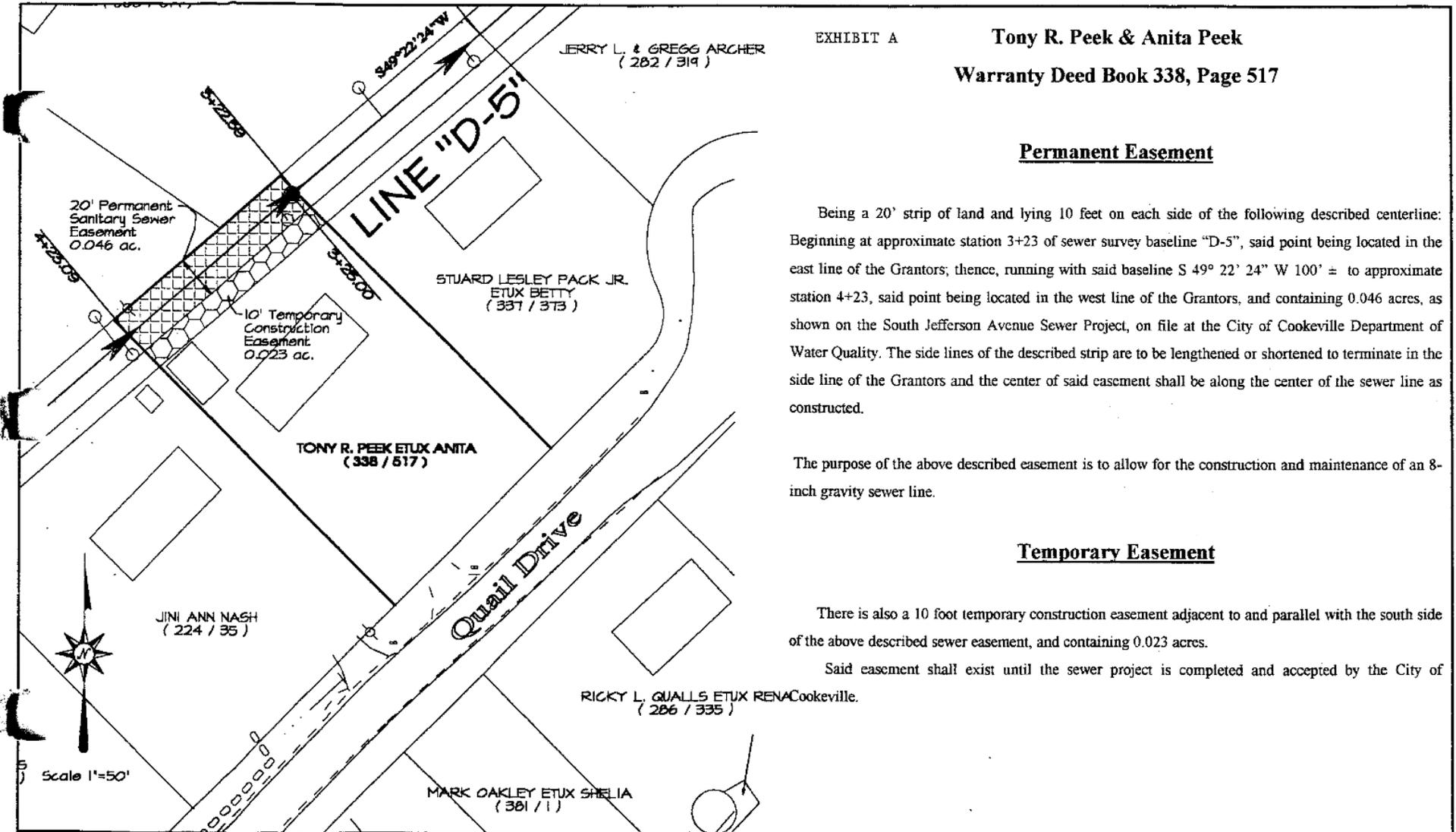


EXHIBIT A

Tony R. Peek & Anita Peek

Warranty Deed Book 338, Page 517

Permanent Easement

Being a 20' strip of land and lying 10 feet on each side of the following described centerline: Beginning at approximate station 3+23 of sewer survey baseline "D-5", said point being located in the east line of the Grantors; thence, running with said baseline S 49° 22' 24" W 100' ± to approximate station 4+23, said point being located in the west line of the Grantors, and containing 0.046 acres, as shown on the South Jefferson Avenue Sewer Project, on file at the City of Cookeville Department of Water Quality. The side lines of the described strip are to be lengthened or shortened to terminate in the side line of the Grantors and the center of said easement shall be along the center of the sewer line as constructed.

The purpose of the above described easement is to allow for the construction and maintenance of an 8-inch gravity sewer line.

Temporary Easement

There is also a 10 foot temporary construction easement adjacent to and parallel with the south side of the above described sewer easement, and containing 0.023 acres.

Said easement shall exist until the sewer project is completed and accepted by the City of Cookeville.