

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

LS

Title Guaranty and Trust Company of
Chattanooga
Company

Chattanooga, Tennessee
City, State



Senior Chairman of the Board

Michael Shum

Chairman of the Board

Michael Schalka

President



SCHEDULE A

Order Number: 20152493

- | | |
|---|---------------------|
| 1. Effective Date: October 27, 2015 at 8:00 am | Amount of Insurance |
| 2. Policy or Policies to be issued:
(a) <input checked="" type="checkbox"/> ALTA Owner's Policy - (6/17/06)
Proposed Insured: TBD | |
| (b) <input type="checkbox"/> ALTA Loan Policy - (6/17/06)
Proposed Insured: NONE | - 0 - |

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 effective date vested in:

SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, and SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004

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

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot Two (2), Final Plat, Resubdivision of Lot Two (2), Cannon's Addition to Harbor Place, as shown by plat of record in Plat Book 36, Page 202, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed to SunTrust Bank as Trustee Under Will of Frances C. Cannon Irrevocable Family Trust dated August 4, 2004 from SunTrust Bank, successor trustee of the Tennessee Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004, dated November 26, 2008 and recorded on December 3, 2008 in Book 8809, Page 932, in the Register's Office of Hamilton County, Tennessee. See also, Deed to SunTrust Bank, successor trustee of the Residual Marital Trust under the Last Will and Testament of Frances C. Cannon dated August 4, 2004 from Anne Cannon Crais, the duly qualified personal representative of the Estate of Frances C. Cannon by appointment in the Chancery Court of Hamilton County, Tennessee, under Docket Number 05-P-426, dated November 24, 2006 and recorded on December 1, 2006 in Book 8168, Page 528, in the Register's Office of Hamilton County, Tennessee. See also, Deeds in Book 2885, Page 562, in Book 3437, Page 1, and in Book 8168, Page 515, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B
PART I & II

Order Number: 20152493

I. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. NO OUTSTANDING DEEDS OF TRUST/SECURITY DEEDS FOUND OF RECORD, PLEASE VERIFY.
 2. Proper Deed of Warranty from SUNTRUST BANK AS TRUSTEE UNDER WILL OF FRANCES C. CANNON IRREVOCABLE FAMILY TRUST DATED AUGUST 4, 2004, and SUNTRUST BANK, SUCCESSOR TRUSTEE OF THE RESIDUAL MARITAL TRUST UNDER THE LAST WILL AND TESTAMENT OF FRANCES C. CANNON DATED AUGUST 4, 2004, to _____, must be placed of record in the Register's Office of Hamilton County, Tennessee, and any liens retained therein released.
 3. Proper Affidavit as to Mechanics' and Furnishers' liens must be furnished this Office. PLEASE NOTE: In the event that any improvements on the herein described property are of new construction (having been completed within the last year), it will be necessary to comply with the "Notice of Completion Law" as provided for in Chapter 189, 2007 State Public Acts.
 4. Proper payment of property taxes as set forth on Schedule B.
 5. Proper release, receipt, waiver or other proof of satisfaction evidencing that the Estate of FRANCES C. CANNON, deceased, is not subject to a claim of lien under TennCare by any agency of the State of Tennessee. (IN FILE)
 6. Proper Inheritance Tax Waiver must be provided this office. (IN FILE)
- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
 - (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed

SCHEDULE B
PART I & II

Order Number: 20152493

in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$1,389.24, BILL #61783.

2016 County Taxes are a LIEN, not yet due and payable.

2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$1,160.04.

2016 City Taxes are a LIEN, not yet due and payable.

2015 Water Quality Fee is NOW DUE AND PAYABLE in the amount of \$230.40.

2016 Water Quality Fee is a LIEN, not yet due and payable.

Map and Parcel Number: 120'O'-H-030, Assessment: \$50,240.00.

4. The rights or claims of parties in possession under any outstanding, oral or written, lease or rental agreements.
5. Any governmental zoning and subdivision ordinances in effect thereon.
6. East Tennessee Natural Gas Company Easement as set out in instrument recorded in Book 1037, Page 18, in the Register's Office of Hamilton County, Tennessee, and as shown on recorded plat.
7. Drainage easement as shown, described or noted on recorded plat.
8. Utility easement as shown, described or noted on recorded plat.
9. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plats, in Plat Book 25, Page 99, in Plat Book 36, Page 176, and in Plat Book 36, Page 202, in the Register's Office of Hamilton County, Tennessee.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, and Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**The Title Guaranty and Trust Company of Chattanooga
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of The Title Guaranty and Trust Company of Chattanooga.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PRIVACY POLICY OF THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
 - We allow access on need to know basis only. Only title company personnel who need to know can access the information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, including but not limited to retained counsel.
 - We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
 - We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
 - We have implemented a security procedure for protection of nonpublic personal information: we allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
 - We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
 - We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
 - If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information), policy numbers, or amount of insurance on owner's policies issued to customers.
 - We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
 - We periodically inform our personnel about our policy.
- We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.aita.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Hamilton County, Tennessee

Unofficial Property Card

Location 4112 WEBB RD Property Type 32	Property Account Number 47515 Land Use 115	Parcel ID 1200 H 030 District CITY
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Current Property Mailing Address

Owner
SUNTRUST BANK TR/FRANCES C
CANNON
City NASHVILLE
State TN
Zip 37230-5110

Address P O BOX 305110
C/O SUNTRUST BANK MC6500

Current Property Sales Information

Sale Date 11/26/2008
Sale Price \$0
Legal Reference 8809-0932
Grantor(Seller) SUNTRUST BANK TR

Current Property Assessment

Building Value \$100,800
Xtra Features Value \$0
Land Value \$24,800
Total Value \$125,600
Assessed Value \$50,240

Narrative Description

This property is classified as MULTI-FAMILY with a(n) TRIPLEX style structure on this card, built about 1983 with 2,160 square feet.

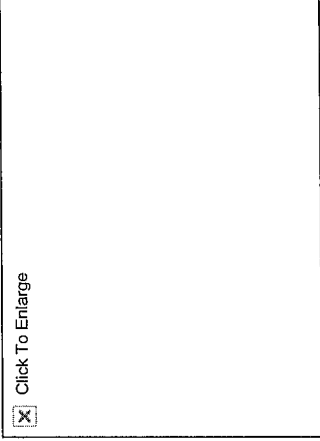
Land Description

The total land area of this property is (136.53X118.18R).

Legal Description

LOT 2 CANNONS ADDN TO HARBOR PLACE #2 REV 36-202

Property Images



W02	0	UR04	0	W02	0	UR04	0	W02	0
12	0	0	12	12	0	11	12	12	12
2,0									
2,0									
PAGE									
PAGE									

Map Data by LHM:
2,0, 2,0
PAGE = 1404
PAGE = 200
W02 = 200

Location 4112 WEBB RD Property Account Number 47515 Parcel ID 1200 H 030

Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
11/26/2008	\$0	8809-0932	SUNTRUST BANK TR	
11/29/2006	\$0	8168-0515	CANNON FRANCES C	
11/24/2006	\$0	8168-0528	CANNON FRANCES C	
12/29/1987	\$0	3437-0001	CANNON ALVIN F & FRANCES C	
4/4/1983	\$0	2885-0562		
9/5/1979	\$1,300	2623-0109		



Hamilton County Trustee Property Tax Inquiry

Bill Hullander - Hamilton County Trustee
210 Courthouse @ 625 Georgia Ave.
Chattanooga, TN 37402
Phone: (423) 209-7270 Fax: (423) 209-7271
Office Hours: Mon - Fri 8:00am-4:00pm except these holidays

Hamilton County Tennessee
A great place to work and live.

- [Trustee Home](#)
- [Satellite Location Directions](#)
- [General Property Tax FAQs](#)
- [Current Property Tax Rates](#)
Email the Trustee
- [2014 Tax Roll File](#)
- [Delinquent File Download](#)

Trustee - Tax Bill

Return to Property Details

State Grid	1200 H 030	Flags	None
District	Chattanooga (1)		
Property Address	4112 WEBB RD		

Printing Tips

Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	61783
Mailing Address	SUNTRUST BANK TR/FRANCES C CANNON C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	Assessment	\$50,240.00
Legal Desc	1. LOT 2 CANNONS ADDN TO HARBOR PLACE #2 REV 36-202 2. 3. 4.		

Billing Information

Date	Transaction Type	Fee Type	Amount
9/23/2015	Tax Billing	County Tax	\$1,389.24

Other Links
County Officials & Departments
Hamilton County Assessor.
Hamilton County Register Of Deeds

Total Due \$1,389.24

IF PAID BY 2/29/2016 U S POSTMARK ACCEPTED

Make Payment

MAKE CHECKS PAYABLE AND MAIL TO:

HAMILTON COUNTY TRUSTEE
625 Georgia Ave., Room 210
Chattanooga, TN 37402-1494

Send any suggestions about this site to County Webmaster
© 2015, General Government of Hamilton County

Chattanooga Tax Bill

State Grid 1200 H 030 Flags

Property Address 4112 WEBB RD

Bill # 0063471

Bill Type Real Property Bill Year 2015

Status Active

Owner Name SUNTRUST BANK TR/FRANCES C
CANNON

Mailing Address P O BOX 305110
NASHVILLE TN 37230

Assessment \$50,240.00

Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$1,160.04
2015	Tax Billing	City Water Quality Fee	\$230.40

Total Due \$1,390.44

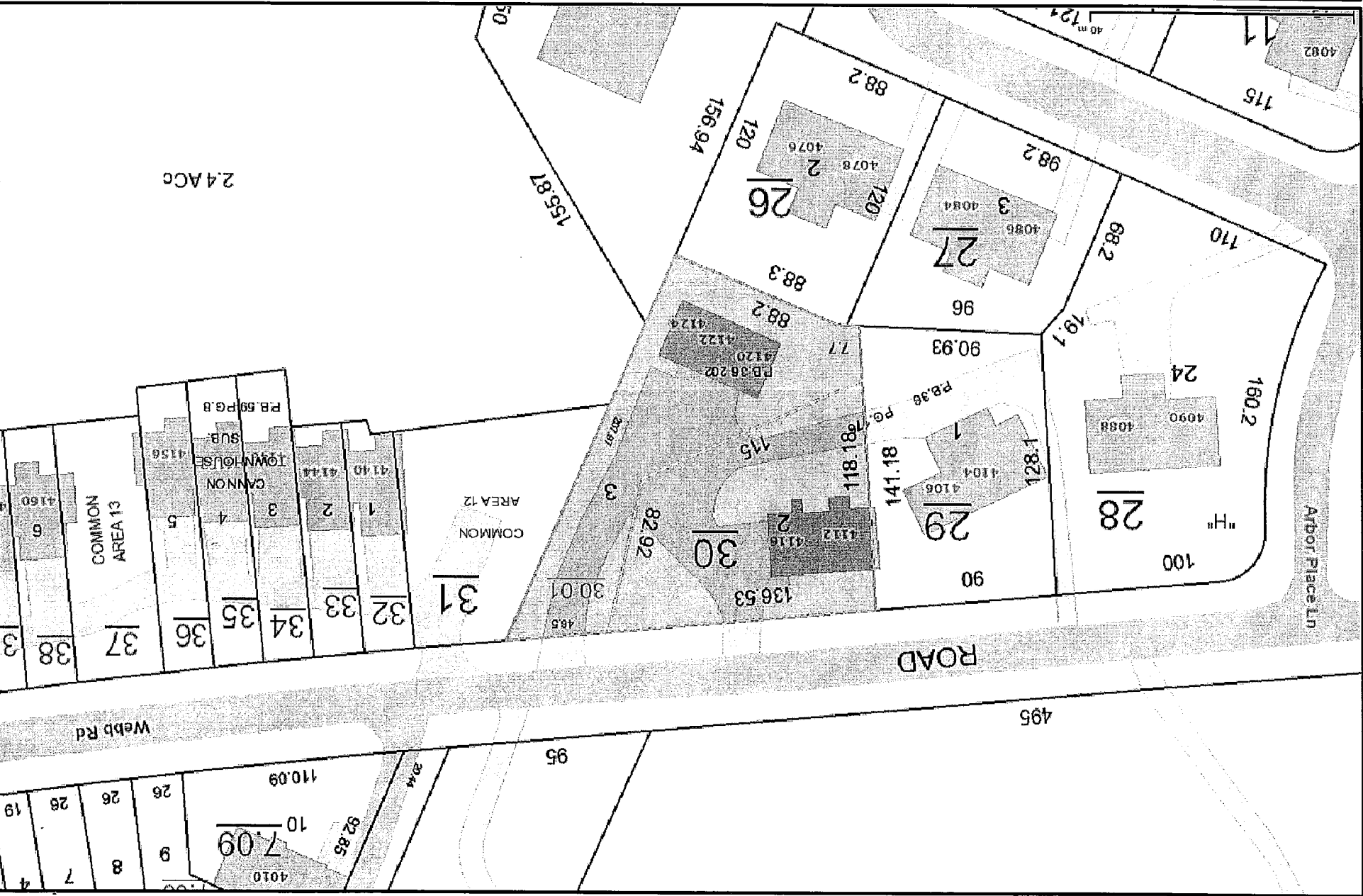
Amount due changes monthly; must be paid by 2/28/2016 US Postmark accepted; Or Pay Online.



The Map Title

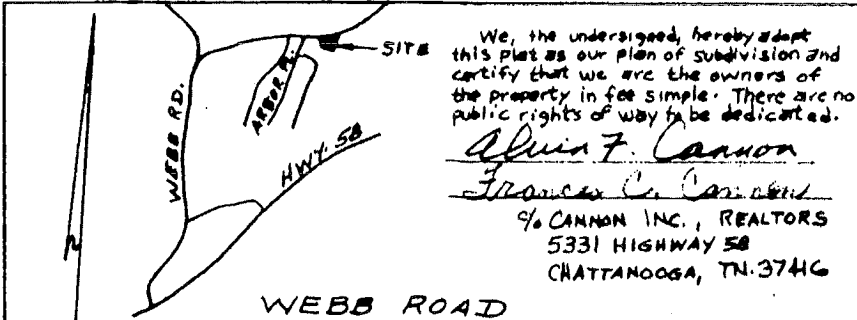
The Subtitle

Printed: Oct 15, 2015



36-702

36/202



We, the undersigned, hereby adopt this plat as our plan of subdivision and certify that we are the owners of the property in fee simple. There are no public rights of way to be dedicated.

Alvin F. Cannon
Francis C. Cannon
 % CANNON INC., REALTORS
 5331 HIGHWAY 58
 CHATTANOOGA, TN. 37416

APPROVED FOR RECORDING
 CHATTA/HAMILTON CO. HEALTH DEPT.

DATE 7-27-83
Howard Stearns

JURISDICTIONAL ENGINEER

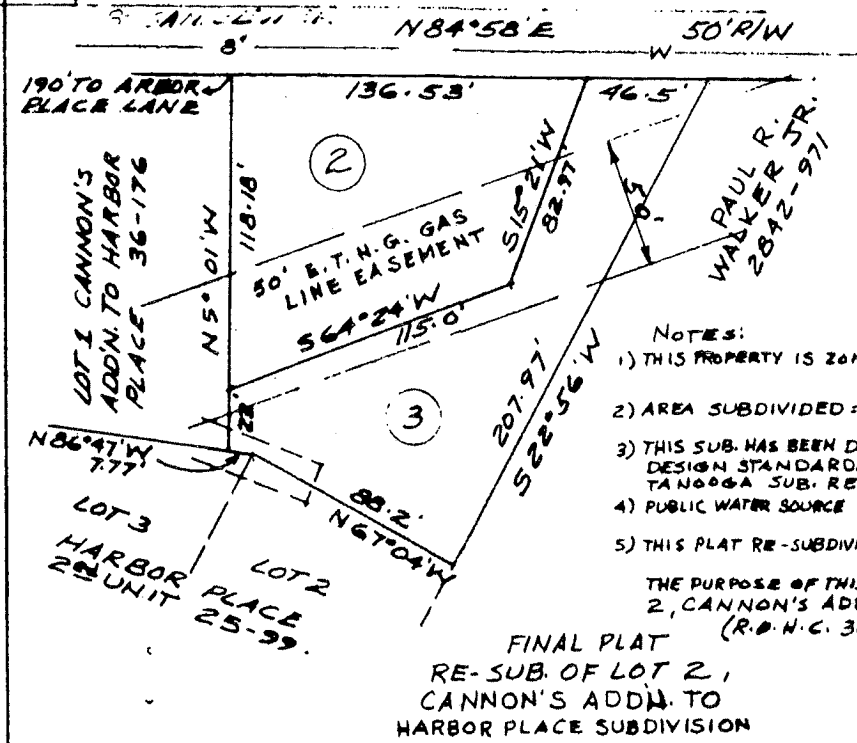
DATE July 27, 1983
William C. Anderson

CHATTA/HAMILTON CO.
 REGIONAL PLANNING COMM.

DATE July 27 1983
 BY Fred Brumba

State of Tennessee
 County of Hamilton
 Plat filed in Register's
 Office on JUL 27 1983
 Registered Plat Book
 No. 36 Page 202
 DOROTHY P. BRAMMER, REGIS'

gws

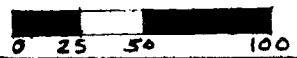


- NOTES:
- 1) THIS PROPERTY IS ZONED R-3
 - 2) AREA SUBDIVIDED = 0.53 AC.
 - 3) THIS SUB. HAS BEEN DEVELOPED ACCORDING TO THE DESIGN STANDARDS OF THE CITY OF CHATTANOOGA SUB. REGULATIONS.
 - 4) PUBLIC WATER SOURCE IS TENN. AMERICAN WATER CO.
 - 5) THIS PLAT RE-SUBDIVIDES DEED 2885-562, R.O.H.C.

THE PURPOSE OF THIS PLAT IS TO RE-SUBDIVIDE LOT 2, CANNON'S ADDN. TO HARBOR PLACE SUB'D. (R.O.H.C. 36-176) INTO TWO LOTS.

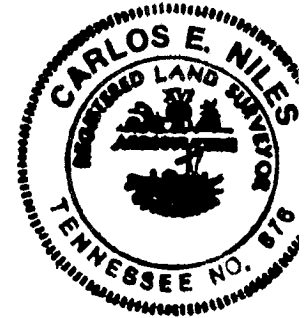
FINAL PLAT
 RE-SUB. OF LOT 2,
 CANNON'S ADDN. TO
 HARBOR PLACE SUBDIVISION

CHATTA/HAMILTON COUNTY, TN.
 SCALE: 1"=60' DATE: JULY 1983



I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE & ABILITY, & THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:11,632.

Carlos E. Niles



NILES SURVEYING &
 4152 BONNY OAKS
 CHATTANOOGA, TN
 624-5041

Name of New Owner:

Frances C. Cannon
6210 Clark Road
Harrison, Tennessee 37341

Send Tax Bills to:

Same

Map Parcel

Number:
1200-H-029
1200-H-030
1200-H-030-01

RETURN TO:

Ronald I. Feldman
4th Floor, First Tennessee Bldg.
Chattanooga, Tenn. 37402

WARRANTY DEED

ALVIN F. CANNON ("Grantor"), holding title to the hereinafter described property with my wife, FRANCES C. CANNON, as tenants by the entirety, in consideration of love and affection for my wife, do hereby grant, sell, transfer and convey unto my wife, FRANCES C. CANNON, all of my right, title and interest in and to the following described property:

TRACT ONE (1):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 1, Cannon's Addition to Harbor Place Subdivision, as shown by plat in Plat Book 36, Page 176 in the Register's Office of Hamilton County, Tennessee being more particularly described as:

BEGINNING at a point on the South right of way line of Webb (Turkeyfoot) Road, at the northwest corner of Lot 1, Harbor Place Subdivision, Second Unit, as shown by Plat recorded at Plat Book 25, Page 99, said Register's Office; thence North 84 degrees 58 minutes East, along the south line of Webb Road, 90 feet to a point; thence South 5 degrees 1 minute East 141.18 feet to the north line of Lot 3, Harbor Place Subdivision; thence North 95 degrees 47 minutes West, along the north line of Lot 3, 90.93 feet to the east line of Lot 24, Harbor Place Subdivision, as shown by Plat recorded at Plat Book 25, Page 48, said Register's Office; thence North 5 degrees 2 minutes West 128.1 feet to the south line of Webb Road, being the point of beginning, all as shown by survey drawing dated March 31, 1983 and revised April 1, 1983, by David W. Barnes, Registered Land Surveyor; above described tract also known as part of Lot 1, Harbor Place, Second Unit as shown by Plat Book 25, Page 99, and part of the contiguous Luetgens property as conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

TRACT TWO (2):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being more fully described as follows:

BEGINNING at the northeast corner of Tract 1 herein described; thence North 84 degrees 58 minutes East, 183.03 feet along the South lot line of Webb Road, to a point; thence South 22 degrees 56 minutes West 207.97 feet to a point; thence North 67 degrees 04 minutes West 88.2 feet to a point; thence North 86 degrees 47 minutes West 7.77 feet to the east line of said tract one; thence North 5 degrees 1 minute West 141.18 feet to the point of beginning, and being known as Lots 2 and 3, Resubdivision of Lot 2, Cannon's Addition to Harbor Place, as shown by a plat recorded in Plat Book 36, Page 202 in said Register's Office.

THIS INSTRUMENT PREPARED BY

Shumacker & Thompson
5th Fl., First Tenn. Bldg.
Chattanooga, Tennessee 37402

REFERENCE is made for prior title to both tracts to Book 2885, Page 562, in said Register's Office.

SUBJECT TO applicable conditions and easements in subdivision regulations as set out in Book 2116, Page 186 in said Register's Office. (Lot 2)

SUBJECT TO Easement to East Tennessee Natural Gas shown on plat and as recorded in Book 1023, Page 501, in said Register's Office. (both Tracts)

SUBJECT TO Sixteen (16) foot drainage and utility easement as shown on plat. (both Tracts)

SUBJECT TO Ten (10) foot drainage easement straddling side and rear lot line as set out on legend of plat. (Tract 1 only)

SUBJECT TO Minimum building setback lines as set out on legend of plat. (as to Tract 1 only)

SUBJECT TO Right of Way easement recorded at Book 763, Page 483, said Register's Office. (Tract 2)

SUBJECT TO utility easement shown on plat in Plat Book 36, Page 176 in said Register's Office.

SUBJECT TO Governmental zoning and subdivision ordinances or regulations in effect thereon.

SUBJECT TO Deeds of Trust in favor of Collateral Investment Company, recorded in Book 3125, Pages 572, 578 and 584 in said Register's Office.

SUBJECT TO taxes for the year 1987.

TO HAVE AND TO HOLD said property unto FRANCES C. CANNON, her heirs and assigns, forever in fee simple.

Grantor covenants that he has not made, done, executed or suffered any act or thing whereby the property herein conveyed or any part thereof now are or at any time hereafter shall or may be imperilled, charged or encumbered in any manner whatsoever, except as herein set forth; and Grantor will forever warrant and defend the title to the property herein conveyed against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has executed this deed on the 25th day of December, 1987.


Alvin F. Cannon

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 23rd day of December, 1982, before me personally appeared ALVIN F. CANNON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

My commission expires: _____

3-11-82

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is NONE (abolishing an estate by the entirety), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

James C. Cannon
Affiant

Subscribed and sworn to before me this 23rd day of December, 1982.

Ronald S. Feldman
Notary Public

My commission expires: _____

3-11-84



NO TRANSFER TAX DUE
SARAH P. DEPRIESE
County Register

A 7.9 2 5

IDENTIFICATION
REFERENCE

DEC 29 3 32 PM '87

SARAH P. DEPRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

11/29/87 W/00

9.00

**9.00

WARRANTY DEED
LAWYERS TITLE INSURANCE CORPORATION
DOME BUILDING
735 Georgia Avenue
Chattanooga, Tn. 37402
(615) 758-4154

BOOK 2885 PAGE 562

WARRANTY DEED

Prepared by:
ROBERT L. BROWN, Attorney
100 Dome Building
735 Georgia Avenue
Chattanooga, Tn. 37402

FILE NO. 830445

. 19 83 . between

April

day of

THIS INDENTURE, Made the 4

PHILIP A. MEYER and wife, GAY BUTLER MEYER
as party or parties of the first part, hereinafter called Grantor, and
ALVIN F. CANNON & WT. FRANCES C. CANNON

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include the parties named herein and their respective heirs, successors and assigns):

WITNESSETH that

Grantor for and in consideration of the sum of One Dollar and other good and valuable considerations the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the following described property:

TRACT ONE (1):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being Lot 1, Cannon's Addition to Harbor Place Subdivision, as shown by plat not yet recorded and being more particularly described as:
BEGINNING at a point on the South right of way line of Webb (Turkeyfoot) Road, at the northwest corner of Lot 1, Harbor Place Subdivision, Second Unit, as shown by plat recorded at Plat Book 25, Page 99, said Register's Office; thence North 84 degrees 58 minutes East, along the south line of Webb Road, 90 feet to a point; thence South 3 degrees 1 minute East 141.18 feet to the north line of Lot 3, Harbor Place Subdivision; thence North 86 degrees 47 minutes West, along the north line of Lot 3, 90.93 feet to the east line of Lot 24, Harbor Place Subdivision, as shown by plat recorded at Plat Book 25, Page 48, said Register's Office; thence North 5 degrees 2 minutes West 128.1 feet to the south line of Webb Road, being the point of beginning, all as shown by survey drawing dated March 31, 1983 and revised April 1, 1983, by David W. Barnes, Registered Land Surveyor; above described tract also known as Part of Lot 1, Harbor Place, Second Unit as shown by Plat Book 25, Page 99, and part of the contiguous Luttyens Property as conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

Being a part of that property conveyed by Deed recorded at Book 2429, Page 82, and also a part of that property conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

TRACT TWO (2):

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being more fully described as follows:

BEGINNING at the northeast corner of Tract 1 herein described; thence North 84 degrees 58 minutes East, 183.03 feet along the South lot line of Webb Road, to a point; thence South 22 degrees 56 minutes West 207.97 feet to a point; thence North 67 degrees 04 minutes West 88.2 feet to a point; thence North 86 degrees 47 minutes West 7.77 feet to the east line of said tract one; thence North 5 degrees 1 minute West 141.18 feet to the point of beginning, and being known as Lot 2, Cannon's Addition to Harbor Place Subdivision, as shown by a plat to be recorded.

Being a part of that property conveyed by Deed recorded at Book 2623, Page 109, said Register's Office.

This conveyance is made subject to the following:

1. Easement to East Tennessee Natural Gas as shown on plat and as recorded in Book 1023, Page 501, in the Register's Office, Hamilton County, Tennessee. (both tracts)
2. Sixteen (16) foot drainage and utility easement as shown on Plat. (both tracts)
3. Ten (10) foot drainage easement straddling side and rear lot line as set out on Legend of plat. (Tract 1 only)
4. Minimum building setback lines as set out on Legend of plat. (as to Tract 1 only)
5. Right of Way easement recorded at Book 763, Page 483, said Register's Office. (Tract 2)

Address of Grantee
5311 Highway 58,
Chattanooga, Tn. 37416

Map Parcel No.
Mail Tax Notice to
Collateral Investment Co.,
2100 1st Ave. North
Birmingham, Ala.
120-O-H-29 and
120-O-T-30

296/5882

TO HAVE AND TO HOLD said property and all rights appurtenant thereto, to Grantee forever in FEE SIMPLE. Grantor warrants that Grantor is lawfully seized and possessed of said property, has full power and lawful authority to convey same, that Grantor's title is marketable, clear, free and unencumbered except as set forth herein, and that Grantor will forever defend the right and title to said property unto Grantee against the claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year above written.

J. 89 12

Philip A. Wender
PHILIP A. WENDER
GUY BUTLER WENDER

IDENTIFICATION REFERENCE

APR 6 9 42 AM '83

DOROTHY P. SCHAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

MP-6C COPY
MP-6C WREED
MP-6C TAX
MP-6C WHITE

50,000.00
\$ 0.00
\$ 130.00
\$ 50 + 13650

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 4 day of April, 1983, before me personally appeared PHILIP A.

WENDER and wife, GUY BUTLER WENDER, who acknowledged that they executed the same as their free act and deed. WITNESS my hand and notarial seal.

Date of Expiration of Commission: 10-7-86



STATE OF TENNESSEE
COUNTY OF HAMILTON

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$ 50,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Signed and sworn to or affirmed before me on this the 4 day of April, 1983
Notary Public: *Alvin F. Searcy*



Register

Dept Reg

WEST TENNESSEE NATURAL GAS COMPANY, Petitioner

No. 89428

In the Circuit Court of Hamilton County, Tennessee

LEONUT POPE

FINAL ORDER

This cause came on to be heard on this the 21 day of September, 1950, before the Honorable Fred Ballard, Judge of the First Division of the Circuit Court, on motion of the petitioner for leave to dismiss its appeal and to confirm the report of the jury of that heretofore filed in this cause, said report being as follows:

REPORT OF JURY OF VIEW

We, the jury of view summoned by the Sheriff and selected in open court as having the qualifications required by law of jurors in condemnation cases, were sworn by said court as provided by law and directed to lay off by metes and bounds a sufficient quantity of land required for the proposed improvement. We were further directed to inquire and assess the damages in this above styled cause, and having gone upon the ground and right away on the 14th day of August, 1950, and having examined by personal inspection the location, quantity and quality of the lands described by metes and bounds in the petition and after hearing evidence of its value and the damages incident to the construction of said pipeline and of the terms and conditions set out in the petition seeking the right of way for said pipeline, do hereby allot and set apart to the East Tennessee Natural Gas Company, (hereinafter called Petitioner), its successors and assigns, an easement upon the conditions as prayed for in the original petition and as set out in this report over, under, through and across defendant's land which land is described as follows:

Beginning on a stake on the northwest corner of the tract herein described No. 1 on plat attached hereto, thence north 70 degrees west 455.1 feet to a stake, thence south 20 degrees west 169.6 feet to a stake, thence south 70 degrees east 455.5 feet to a stake, thence north 20 degrees east 1768.6 feet to the beginning. Being Lot 2 on map attached in Book 1, Vol. 15, page 209. Except that part that has been conveyed subject to transmission line right of way

the right of way and easement hereby set apart to petitioner is 50 feet in width and described as follows: The following description is a survey of a 50 ft. wide right of way across the land of Leonut Pope from the Stewart tract on the east to the Stewart tract on the west. This survey is a segment of a continuous right of way and is to lie in at its boundaries north and south to make a complete junction. This is made for the East Tennessee Natural Gas Company.

Beginning in the east boundary line at a point 20 W 65 ft. from the center of the public road and runs: S 65-00 W 650 ft. more or less, to the Stewart line, S 20-00 W 70 ft. more or less, with the Stewart line, N 65-00 E 650 ft. more or less, to the Stewart line, N 20-00 E 70 ft. more or less, with the Stewart line to the beginning, containing 0.72 acres. This easement is for a right of way for the purpose of laying, constructing, maintaining, operating, repairing, enlarging and removing a pipeline, with fittings, tie-over

1037-18

under, upon, over and through the lands of the defendant, as above described. The petitioner shall have the further right now and from time to time hereafter to cut and keep said right of way clear of trees, undergrowth and other obstructions that might in any manner or interfere with the construction and use of said pipeline, fittings and appurtenances to said line. The right of ingress and egress that the petitioner may exercise in constructing, maintaining, and operating said pipeline referred to shall be confined to said right of way strip condemned and set apart above. All damage incident to the use of ingress and egress over said strip of land condemned shall be paid for by petitioner.

The easement or right of way for said pipeline is such, however, that said defendant, his heirs and assigns, will not be divested of the right to use and enjoy the premises to the extent that such use and enjoyment does not interfere with the use and enjoyment of said right of way, easement and incidental rights granted to petitioner.

Petitioner shall never have the right to fence the whole or any part of said easement or to construct any building thereon, but the defendant shall have the right to fence the whole or any part of the boundaries thereof and to build cross-fences, passageways and cross-roads in so long as same do not unreasonably interfere with the rights of petitioner under said easement. The petitioner further agrees to bury the pipeline so that it will not interfere with the cultivation of the land by the defendant.

After taking into consideration both the value of the easement taken and incidental damages to the remainder of said land, we do find the value of the easement taken to be \$300.00, and do assess incidental damages to the remainder of defendant's property at \$50.00.

In arriving at the value of said easement and the amount of incidental damages, we have taken into consideration the purpose for which the easement is sought, as above set forth, and also the continued right of the defendant, his heirs and assigns, to use and enjoy the premises as above set forth.

Witness my hand and seal at New York, New York, this 10th day of August, 1950.

/s/ CHAS. H. HALL

/s/ A. T. JOE

/s/ GEO. C. HENSHLEY

/s/ F. B. HUGHES

/s/ W. T. PARSONS

For the court to be pleased to allow said appeal to be dismissed and abandoned it is necessary in all things dismissed, there being no objection or exception to the part of the jury or that the court is pleased to and does confirm same and the Clerk of the court is ordered to report of the minutes of this court.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that defendant recover of and from the state under the sum of \$450.00 and upon payment of the sum of \$150.00 to the Clerk of this court for the use and benefit of the defendant, it is ordered that the petitioners herein be hereby vested with the right to a patented statement over and on the report of the defendant located in Hamilton County, Tennessee, as described in the report of the jury or view and under the terms therein set out, together with the interest and covenants over said strip of land upon the conditions set out in said report. The petitioner shall pay the costs of this cause, including compensation of the jury and the necessary number of the jury clerk serving herein, for all which execution will issue.

Fred Halliday, Judge.

Wm. H. Hatcher, Hall & Hatcher
Attorneys for Petitioner.

Witness my hand and seal of my office at Chattanooga, Tennessee, at the final Order in this cause and of report in my office at Chattanooga, Tennessee,

FILED COPY OF SEPTEMBER 1950.

(RECORD)

FRANK F. SHEWELL, Clerk.

By: V. Roberts, D. C.

STATE OF TENNESSEE
COUNTY OF COMBEE

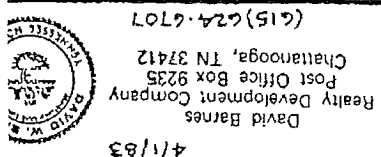
The above instrument and certificate were filed Oct. 4, 1950 at
P. M., entered in Note Book No. 43 pgs. 356 and recorded in Book 1037 Page 18.

WITNESSE MY HAND AND OFFICE IN CHATTANOOGA, TENN.

[Signature]
Register

10/10/50

36/176



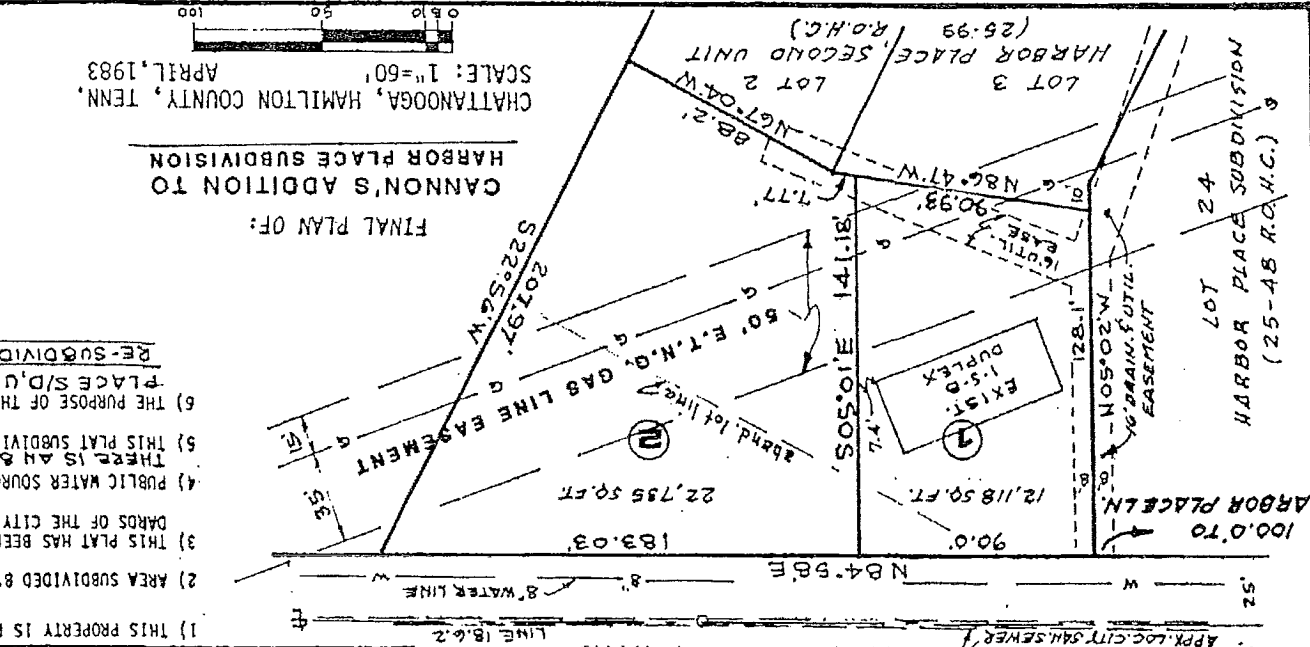
David Barnes
 Realty Development Company
 Post Office Box 9235
 Chattanooga, TN 37412
 (615) 224-6707
 4/1/83

FINAL PLAN OF:
 CANNON'S ADDITION TO
 HARBOR PLACE SUBDIVISION
 CHATTANOOGA, HAMILTON COUNTY, TENN.
 APRIL, 1983
 SCALE: 1"=60'

1) THIS PROPERTY IS PRESENTLY ZONED R-2
 2) AREA SUBDIVIDED BY THIS PLAT IS 0.80 ACRES.
 3) THIS PLAT HAS BEEN DEVELOPED ACCORDING TO DESIGN STANDARDS OF THE CITY OF CHATTANOOGA SUBDIVISION REGULATIONS.
 4) PUBLIC WATER SOURCE IS TENN. AMERICAN WATER CO. THERE IS AN 8" WATER LINE IN WEBB RD.
 5) THIS PLAT SUBDIVIDES PROPERTY DESCRIBED IN D.B. 2885 PG. 5 PLACE S/D UNIT 2, WITH ADJ. PROPERTY AND RE-SUBDIVIDE SAME INTO TWO LOTS.
 I hereby certify that I have surveyed the property shown hereon, that the survey is correct to the best of my knowledge and belief and that the ratio of precision the unadjusted survey exceeds 1:10,000 (Class A survey)

APPROVED FOR RECORDING
 CHATTANOOGA HEALTH DEPT.
 DATE 4/14/83
 BY [Signature]
 JURISDICTIONAL ENGINEER
 DATE 4/15/83
 BY [Signature]
 CHATTANOOGA/HAMILTON CO. REGIONAL PLANNING COMM.
 DATE 4/15/83
 BY [Signature]

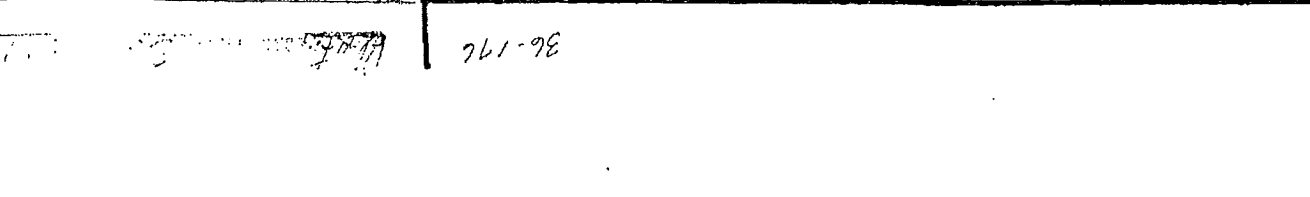
APR 15 3 44 PM '83
 HAMILTON COUNTY
 CLERK
 DOROTHY W. HAMMER
 STATE OF TENNESSEE



APPROVED FOR RECORDING
 CHATTANOOGA/HAMILTON CO. HEALTH DEPT.
 DATE 4/14/83
 BY [Signature]
 JURISDICTIONAL ENGINEER
 DATE 4/15/83
 BY [Signature]
 CHATTANOOGA/HAMILTON CO. REGIONAL PLANNING COMM.
 DATE 4/15/83
 BY [Signature]

ALVIN F. CANNON
 FRANCES C. CANNON
 Cannon Inc., Realtors
 5331 Highway 58
 Chattanooga, TN 37416
 Ph. (615) 894-1081

I (we), the undersigned, hereby adopt this plat as our plan of subdivision and certify that I am (we are) the owners of the property in fee simple. There are no public rights of way to be dedicated.



36-176

25-99

66/62
25/99

