

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



[Signature]

Senior Chairman of the Board

[Signature]

Chairman of the Board



[Signature]

President

SCHEDULE A

Order Number: 20152499

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

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:

ANNE CANNON CRAIS and SUNTRUST BANK, as CO-TRUSTEES of the 'FAMILY TRUST' created under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division; and ANNE CANNON CRAIS, as EXECUTOR, and SUNTRUST BANK, as ADMINISTRATOR C.T.A, of the Estate of Alvin F. Cannon, deceased, with Letters Testamentary and Letters of Administration with Will Annexed issued on October 25, 2006, Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division

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

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

A tract of land located in the Northwest Quarter (NW1/4) of Section Twenty-Nine (29), Township Five (T-5), Range Three West (R-3 W) of the Ocoee District Base Line, and being more particularly described as follows: Beginning at a point on the Northeastern Right-of-Way Line of State Highway No. 58, located 1,545 feet, more or less, Northeast of the Oakwood Drive and State Highway No. 58 Right-of-Way Line intersection; thence North 65 degrees 36 minutes 06 seconds West, a distance of 494.80 feet to a point; said point being located on the North-South Quarter, Quarter (N-S1/4, 1/4) Line of hereinabove said Quarter Section; thence South 23 degrees 00 minutes 10 seconds West, along said Quarter line, 91.68 feet to a point; thence North 65 degrees 16 minutes 08 seconds West, 414.00 feet to a point; said point being located on the Eastern Right-of-Way Line of Teakwood Drive, and also being the Southwest (S.W.) corner of the herein described property; thence North 23 degrees 00 minutes 10 seconds East, along said Right-of-Way Line 437.00 feet to a point on said line; said point being the Northwest (N.W.) corner of the herein described property; thence South 52 degrees 41 minutes 39 seconds East 294.32 feet to a point; thence South 32 degrees 37 minutes 16 seconds East, 212.61 feet to a point; thence South 16 degrees 16 minutes 27 seconds East, 139.94 feet to a point; said point also being the Southeast (S.E.) corner of the property conveyed to Pinewood Village Apartments of Chattanooga, Ltd., a Georgia Limited Partnership by Deed recorded in Book 3010, Page 290, in the Register's Office of Hamilton County, Tennessee; thence South 65 degrees 36 minutes 06 seconds East, 405.00 feet to a point; said point being located on the Northern Right-of-Way Line of State Highway No. 58, and also being the Northeast (N.E.) corner of the herein described property; thence South 60 degrees 48 minutes 02 seconds West, along said line, 74.55 feet to the point of beginning; said point also being the Southeast (S.E.) corner of the herein described property.

FOR PRIOR TITLE, see Deed from Lawrence J. Ramaekers as Attorney-in Fact for Jay Alix, Trustee of Cardinal Industries Development Corporation, to Alvin F. Cannon, dated February 13, 1991 and recorded on March 13, 1991 in Book 3825, Page 108, in the Register's Office of Hamilton County, Tennessee.

SCHEDULE B

PART I & II

Order Number: 20152499

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 ANNE CANNON CRAIS and SUNTRUST BANK, as CO-TRUSTEES of the 'FAMILY TRUST' created under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division; and ANNE CANNON CRAIS, as EXECUTOR, and SUNTRUST BANK, as ADMINISTRATOR C.T.A, of the Estate of Alvin F. Cannon, deceased, with Letters Testamentary and Letters of Administration with Will Annexed issued on October 25, 2006, Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division, 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 ALVIN F. 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 Closing Letter 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.

SCHEDULE B

PART I & II

Order Number: 20152499

- (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 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 \$148.63, BILL #9710.
2016 County Taxes are a LIEN, not yet due and payable.
2015 City Taxes are NOW DUE AND PAYABLE in the amount of \$124.11.
2016 City Taxes are a LIEN, not yet due and payable.
No 2015 Water Quality Fee is assessed.
2016 Water Quality Fee is a LIEN, not yet due and payable.
Map and Parcel Number: 120'O'-H-025.04, Assessment: \$5,375.00.
 4. Any state of facts an accurate survey would disclose.
 5. Any governmental zoning and subdivision ordinances in effect thereon.
 6. Right of ingress and egress as set out in Deed from L. M. Timmons, widow, and Vernon Timmons to Hamilton County, Tennessee recorded in Book 764, Page 509, in the Register's Office of Hamilton County, Tennessee.
 7. Transmission Line Easement as set out in instrument recorded in Book D, Volume 29, Page 589, in Book 773, Page 66, in Book 773, Page 93, and in Book 834, Page 438, in the Register's Office of Hamilton County, Tennessee.
 8. City of Chattanooga, Tennessee Easement as set out in instrument recorded in Book 834, Page 452, in the Register's Office of Hamilton County, Tennessee.
 9. East Tennessee Natural Gas Company right-of-way and easement as set out in instrument recorded in Book 1023, Page 685, in the Register's Office of Hamilton County, Tennessee.
 10. Line Agreement as set out in instrument recorded in Book 2786, Page 211, in the Register's Office of Hamilton County, Tennessee.
 11. Reciprocal Easement Agreement as set out in instrument recorded in Book 3010, Page 292, in the Register's Office of Hamilton County, Tennessee.
 12. No insurance is afforded as to the acreage or square footage contained in the insured property.

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.alta.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 HWY 58	Property Account Number 47509	Parcel ID 1200 H 025.04
Property Type 22	Land Use 910	District CITY

Current Property Mailing Address

Owner CANNON ALVIN F C/O SUNTRUST BANK MC6500 Address P O BOX 305110	City NASHVILLE State TN Zip 37230-5110
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Current Property Sales Information

Sale Date 2/13/1991	Legal Reference 3825-0108
Sale Price \$0	Grantor(Seller) CARDINAL INDUSTRIES DEV CORP

Current Property Assessment

Building Value	\$0
Xtra Features Value	\$0
Land Value	\$21,500
Total Value	\$21,500
Assessed Value	\$5,375

Narrative Description

This property is classified as N/A with a(n) N/A style structure on this card, built about with 0 square feet.

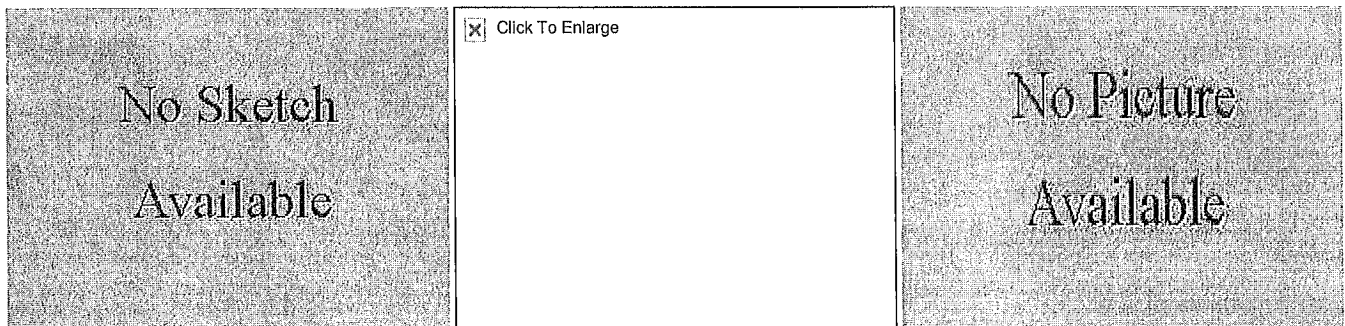
Land Description

The total land area of this property is ().

Legal Description

PT NW 1/4 SEC 29 TWP 5 R-3

Property Images



Property

Location HWY 58	Account Number 47509	Parcel ID 1200 H 025.04
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Sales

Sale Date	Sale Price	Legal Reference	Grantor Last Name	Land Use Code at Sale
2/13/1991	\$0	3825-0108	CARDINAL INDUSTRIES DEV CORP	
7/25/1984	\$0	3010-0288		
6/22/1981	\$0	2774-0611		



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](#)

Other Links

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

Trustee - Tax Bill

[Return to Property Details](#)

[Printing Tips](#)

State Grid	1200 H 025.04	Flags	None
District	Chattanooga (1)		
Property Address	HWY 58		

Bill Type	Real Property	Bill Year	2015
Status	Active	Bill #	9710
Mailing Address	CANNON ALVIN F C/O SUNTRUST BANK MC6500 P O BOX 305110 NASHVILLE TN, 37230	Assessment	\$5,375.00
Legal Desc	1. PT NW 1/4 SEC 29 TWP 5 R-3 2. 3. 4.		

Billing Information

Date	Transaction Type	Fee Type	Amount
9/23/2015	Tax Billing	County Tax	\$148.63

Total Due \$148.63

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

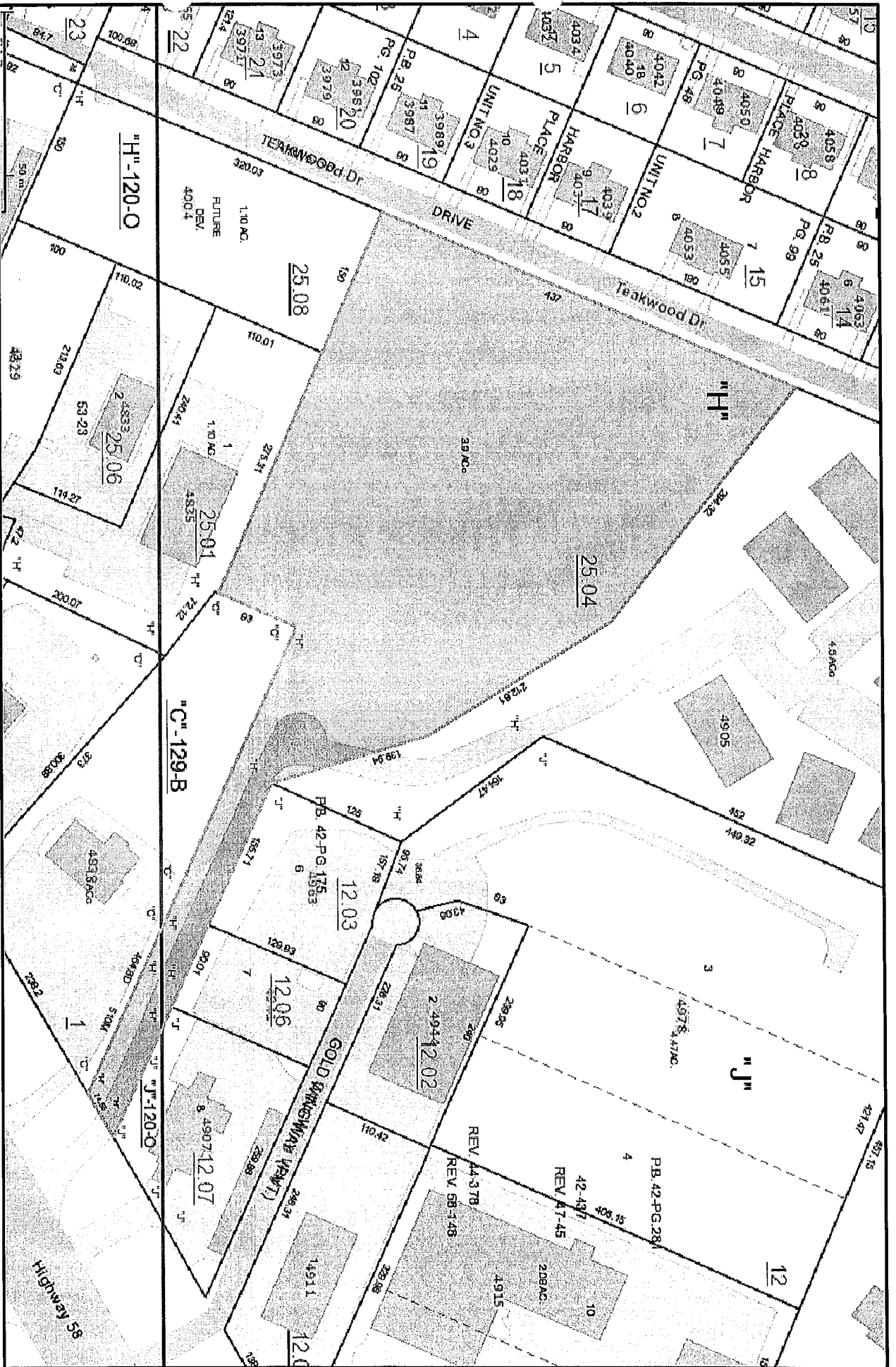
Chattanooga Tax Bill

State Grid	1200 H 025.04	Flags	
Property Address	HWY 58		
Bill #	0011398		
Bill Type	Real Property	Bill Year	2015
Status	Active		
Owner Name	CANNON ALVIN F		
Mailing Address	P O BOX 305110 NASHVILLE TN 37230	Assessment	\$5,375.00

Billing Information

Year	Transaction Type	Fee Type	Amount
2015	Tax Billing	City Tax	\$124.11
Total Due			\$124.11

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

HCGIS

PREPARED BY: MC
7401 E. GRAND AVENUE SUITE 150
DENVER, TN 37421

BOOK 3825 PAGE 108

QUITCLAIM DEED

FILE # 70890853

STATE OF TN COUNTY OF Hamilton
The actual consideration value
whichever is greater for this
transfer is \$ 3,000.00
Alvin F. Cannon
AFFIANT
Subscribed and sworn to before me,
this 6th day of March, 1991
Notary Public My Commission Expires 4/1/91

For and in consideration of one (\$1.00) Dollar, and other good and valuable consideration, the receipt of which is hereby acknowledged I, Lawrence J. Ramaekers as Attorney-in-Fact for Jay Alix, Trustee of Cardinal Industries** Hereinafter called the Grantors, do hereby convey, and by these presents do transfer and convey unto Alvin F. Cannon Hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Hamilton County, Tennessee, described as follows: to-wit:

See attached Legal descriptions.

This instrument is executed on behalf of Jay Alix, Trustee by Lawrence J. Ramaekers as his Attorney in Fact pursuant to a Power of Attorney which is being placed of record currently herewith, and by Bankruptcy Case #2-90-03091 in the Southern District of Ohio Eastern Division.

No Survey made, see legal description in Deed Book 3010, page 288, said Register's Office.

This conveyance is made subject to, but together with the benefit of, that certain Reciprocal Easement Agreement between Pinewood Village Apartments of Chattanooga, Ltd. and Cardinal Industries Development Corporation, an Ohio corporation recorded in Book 3010, page 292, said Register's Office.

This is unimproved property known as _____

We, hereby quitclaim to Alvin F. Cannon all our interest in this land.

We, Lawrence J. Ramaekers as Attorney-in-Fact for Jay Alix, Trustee, for the express purpose of carrying out the intent of this of this conveyance, as above set out do hereby quitclaim and convey unto Alvin F. Cannon his, heirs and assigns the same property described above and set forth, to which reference is here made, the said property is conveyed subject to the same limitations, restrictions, and encumbrances as may affect the premises above.

Witness my our hands this 12th day of January, 1991.

Lawrence J. Ramaekers
Lawrence J. Ramaekers, Attorney-in-Fact
for Jay Alix, Trustee of Cardinal Industries
Development Corporation

CA# 067298

**Development Corporation

3825/108

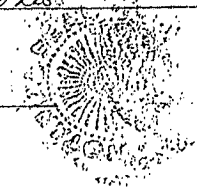
STATE OF OHIO
COUNTY OF FRANKLIN

Personally appeared before me, the undersigned _____ a Notary Public in and for said County and State, the within named Lawrence J. Ramakers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument on behalf of Jay Alix, Trustee, as his Attorney in Fact as the free act and deed of the within named Jay Alix, Trustee. Witness my hand and official seal at Columbus, Ohio, this 13th day of February, 1997.

My Commission Expires:

April 9, 1995

Alvin F. Cannon
Notary Public (Seal)



Grantee's Address
Alvin F. Cannon
6210 Clark Road
Harrison, TN 37341

Send Tax Bills to
Same

Tax map number
120H- 025.05
120H- 025.04
1st C. D.

02/13/97	0000	3,000.00		
03/13/97	0000		12.00	
03/13/97	0000		9.97	
03/13/97	0000		1.00	**12.97

0000

008219

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'91 MAR 13 AM 11 05

BY: D. Camp
DEPUTY
RECPT. # 463810

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE: A tract of land located in the Northwest Quarter (NW1/4) of Section Twenty-Nine (29), Township Five (T-5), Range Three West (R-3 W) of the Ocoee District Base Line, and being more particularly described as follows:

TRACT 1

Beginning at a point on the Northern Right-of-Way Line of State Highway No. 58, located 1,545, more or less, Northeast of the Oakwood Drive and State Highway No. 58 Right-of-Way Line intersection; thence N 65 deg. 36' 06" W, a distance of 494.80' to a point; said point being located on the North-South Quarter, Quarter (N-S1/4, 1/4) Line of hereinabove said Quarter Section; thence S 23 deg. 00' 10" W, along said Quarter line, 91.68' to a point; thence N 65 deg. 16' 08" W, 414.00' to a point; said point being located on the Eastern Right-of-Way Line of Teakwood Drive, and also being the Southwest (S.W.) corner of said ~~Tract 1~~ ~~Tract 1~~; thence N 23 deg 00' 10" E, along said Right-of-Way Line 437.00' to a point on said line; said point being the Northwest (N.W.) corner of said ~~Tract 1~~; thence S 52 deg. 41' 39" E, 294.32' to a point; thence S 32 deg. 37' 16" E, 212.61' to a point; thence S 16 deg. 16' 27" E, 139.94' to a point; said point also being the Southeast (S.E.) corner of ~~Tract 2~~; thence S 65 deg. 36' 06" E, 405.00' to a point; said point being located on the Northern Right-of-Way Line of State Highway No. 58, and also being the Northeast (N.E.) corner of said ~~Tract 1~~; thence S 60 deg. 48' 02" W, along said line, 74.55' to the point of beginning; said point also being the Southeast (S.E.) corner of said ~~Tract 1~~.

This tract contains 4.569 acres, more or less.

Reference is made to Deed, Book 2642, page 971, and Deed Book 2774, Page 611, for Prior Title.

TRACT 2

Beginning at the Northwest (N.W.) corner of hereinabove said Tract 2; thence N 82 deg. 13' 18" E, 475.85' to a point; said point being located on the North-South Quarter, Quarter (N-S1/4, 1/4) Line of hereinabove said Quarter section, and also the Northeast (N.E.) corner of said Tract 3; thence S 23 deg. 00' 10" W, along said Quarter Line, 340.03' to a point; said point being the Southeast (S.E.) corner of said Tract 3, and also the Northeast (N.E.) corner of hereinabove said Tract 2; thence N 68 deg. 32' 42" W, 77.39' to a point; thence S 26 deg. 00' 02" W, 37.63' to a point; thence N 71 deg. 00' 24" W, 52.03' to a point; thence S 23 deg. 16' 35" W, 37.67' to a point; thence N 83 deg. 41' 23" W, 64.51' to a point; thence N 54 deg. 48' 17" W, 69.78' to a point; thence N 11 deg. 32' 16" E, 95.00' to a point; thence N 32 deg. 32' 38" W, 155.87' to the point of beginning, said point also being the Northwest (N.W.) corner of said Tract 3.

This Tract contains 2.230 Acres, more or less.

Reference is made to Deed, Book 2642, Page 971, and Deed Book 2774, Page 611, for Prior Title.

of tract conveyed to
by 3010/290
the herein described property

the herein described property

*

(A-1)

(A-2)

Under and by virtue of the authority vested in the undersigned as the owner and holder of the indebtedness secured by a trust deed executed by Amanda Dreaper, to J. Mitt Payne, as Trustee for the Home Owners' Loan Corporation, of Washington, D. C. which trust deed is dated Nov. 5, 1934, and is recorded in Record Book N, Volume 27, Page 269 et seq. Register's Office of Hamilton County, Tennessee, the undersigned, Home Owners' Loan Corporation, for reasons sufficient under the terms of said trust deed, hereby appoints and substitutes Samuel J. Smith, who is attorney for Hamilton County, Tennessee, of the Home Owners' Loan Corporation, as Trustee in said trust deed.

In witness whereof, the Home Owners' Loan Corporation has caused its corporate name to be hereto signed and its common seal affixed by an officer duly authorized so to act.

Dated at Memphis, Tennessee, this 27th day of July, 1938.

x HOME OWNERS' LOAN CORPORATION
Home Owners' Loan Corporation, Washington, D.C. By Lovell Bay
x Asst. Regional Manager
STATE OF TENNESSEE

JOSEPH W. WHELEW Before me, M. C. Goff, a Notary Public in and for said County and State, personally appeared Lovell Bay, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Asst. Regional Manager of the Home Owners' Loan Corporation, the within named bargainor, a corporation, and that he as such Asst. Regional Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Asst. Regional Manager and affixing to the instrument the seal of the said Corporation

at office

Witness my hand and seal at Memphis, this 27th day of July, 1938.

x M. C. Goff,
M. C. Goff, Notary Public, Shelby County, Tenn. Notary Public
x My commission expires the 20th day of July 1941.
STATE OF TENNESSEE

HAMILTON COUNTY The above Instrument and certificate were filed July 29, 1938, at 3:36 P.M. entered in Note Book No. 30., Page 55, and recorded in Book 764, Page 509

Witness my hand at office in Chattanooga, Tenn.

Wallace J. Thacker Register
A. Pope Dept. Res.

x
WARRANTY DEED- T-58-19

FOR AND IN CONSIDERATION of the sum of Four Hundred, Twenty and no/100 (\$420.00) dollars, cash in hand paid, the receipt of which is hereby acknowledged, we, L. M. Timmons, widow, and Vernon Timmons, have this day bargained and sold, and by these presents do transfer and convey unto Hamilton County, Tennessee, the following described tract or parcel of land, lying and being in the Second Civil District of Hamilton County Tennessee, and more particularly bounded and described as follows:

A strip of land 200 feet wide, lying 125 feet on each side of the center line of the relocation of "Tennessee State Highway No. 54, Bonny Oaks Road to Harrison", through the land of L. M. Timmons, approximately 2.5 miles East of the Chickamauga Dam, the center line of the relocation being more particularly described as follows:

Beginning at a point where the center line of the relocation crosses a fence, which is the South line of L. M. Timmons' land, and the North line of Wallace Moore's land, at survey station 97 + 30 on the center line, said point being 3.65' ^{53'} W. 46.5 feet from a fence intersection, a corner of the lands of L. M. Timmons, Wallace Moore, and Miss Willie Parks, thence, with the center line of the relocation N. 61° 02' E. 787.26 feet to the tangent point of a 0 Degree and 30 minute Curve to the left, at survey station 105 + 17.26; thence, continuing with the 0 Degree and 30 Minute Curve to the left, in an Easterly dir-

764/509

ection, 148.24 feet to a point where the center line of the relocation crosses the North line of L. M. Timmons' land, and the South line of Joe Hixson's land, at survey station 106 + 63.5, said point being N. 67° 17' W. 97.5 feet from a corner of the lands of L. M. Timmons, Joe Hixson, and M. C. Wipate.

The above described strip of land contains 5.2 acres, more or less.

Furthermore, the title acquired to the above described portion of a strip of land is to be subject to a right of access over a strip of land 20 feet wide, lying 10 feet on each side of the center line which is generally described as follows: Beginning at a point in L. M. Timmons' South line, 125 feet North of and opposite survey station 98 + 40 on the center line of the relocation; thence, with a curve to the left, in an Easterly direction, approximately 50 feet to a point; thence, with a tangent, approximately parallel to the center line of the relocation, in an Easterly direction, approximately 90 feet to a point; thence, with a curve to the right, in a Southeasterly direction, approximately 75 feet to a point; thence, with a tangent, at right angles to the center line of the relocation, in a Southerly direction, approximately 60 feet to survey station 98 + 25 on the center line of the relocation, ~~thence, with a curve to the left, in an Easterly direction, approximately 50 feet to a point; thence, with a tangent, approximately parallel to the center line of the relocation, in an Easterly direction, approximately 90 feet to a point; thence, with a curve to the right, in a Southeasterly direction, approximately 75 feet to a point; thence, with a tangent, at right angles to the center line of the relocation, in a Southerly direction, approximately 60 feet to survey station 98 + 25 on the center line of the relocation;~~ thence, continuing with a tangent, at right angles to the center line of the relocation, in a Southerly direction, 125 feet to a point in L. M. Timmons' South line.

Being a part of the same property conveyed by George Ayden and wife, Elizabeth to M. C. Timmons, an wife, L. M. by deed dated Nov. 30, 1926, registered in Book J, Volume 21, page 111 of the Register's Office of Hamilton County, Tennessee.

Vernon Timmons joins in the execution of this deed to declare that he is the true and lawful holder and owner of the indebtedness secured by a Deed of Trust recorded in Book 2, Volume 25, page 465, Register's Office, Hamilton County, Tennessee, and to acknowledge satisfaction thereof and discharge the lien of said trust deed to the extent the same covers and includes the tract of land herein conveyed, but no further or otherwise.

On behalf of ourselves, our successors, heirs and assigns, and as a part of the consideration of this indenture, we hereby release, grant, bargain, and sell to Hamilton County, Tennessee, its successors and assigns, any easement or access to and any right of ingress or egress to or from, the said tract or parcel of land, and we covenant with Hamilton County, Tennessee, its successors and assigns, that we will forever refrain from asserting any easement or access to or any right of ingress or egress to or from the said tract or parcel of land, which covenant is hereby declared to be a real covenant running with the lands owned by us adjoining the said tract or parcel of land, and is binding on us, our successors or assigns.

TO HAVE AND TO HOLD the said tract or parcel of land to the said Hamilton County, Tennessee, its successors and assigns, in fee simple forever.

We covenant with the said Hamilton County, Tennessee, that we are lawfully seized and possessed of said tract or parcel of land, have a good and lawful right to convey the same that the same is free of all encumbrances and that we will forever warrant and defend the title thereto against the lawful claims of all persons whatsoever.

We do further covenant and agree that the payment of the purchase price above stated is accepted by us as full compensation for the conveyance of the above described land, and in full payment of all damages to the remaining portions of our property which may arise out of the construction of a highway on the land above described.

In Witness of all of which we have hereunto subscribed our names on this the --- day of August, 1938.

Mrs. L. M. Timmons, widow,

Internal Revenue Stamp 50¢ attached and canceled. Vernon Timmons

STATE OF TENNESSEE
COUNTY OF HAMILTON On this 1st day of August, 1938, before me, personally appeared L.M. Timmons, and Vernon Timmons, to me known to be the persons described in and who executed

to the beginning, containing 16.62 acres, more or less, being the same property that was set aside to the heirs of Charlie Stewart, deceased, viz: Mattie Stewart, Ethel Stewart, Frank Stewart, Robert Stewart, Louise Stewart, Lillie Stewart and Ralph Stewart, subject to the dower interest of their mother, Nancy Stewart.

The easement or right-of-way hereby granted covers a strip of land 150 feet in width across the above described lands, and is more particularly located and described as follows:

TRACT NO. CWB 10.

A triangular portion of a strip of land for a right of way 150 feet wide, lying 75 feet on each side of the center line of the Chickamauga-Watts Bar transmission line location, as shown on a map filed in the Recorder's office of Hamilton County, Tennessee, the said portion lying Northwest of and adjacent to the Southeast right of way line of the location and being more particularly described as follows:

Beginning at a point a corner of the lands of the Charles Stewart Heirs, F. W. Cooley and Simeon M. Cooley, said point being S. 65° 32' E., 23 feet from survey station 158 / 81 on the center line of the transmission line location; thence with Simeon M. Cooley's line S. 65° 32' E. 126.3 feet to a point; thence with a line which is 75 feet from and parallel to the center line of the location S. 84° 19' W., 146.1 feet to the point in the East line of F. W. Cooley's land; thence with F. W. Cooley's East line N. 24° 28' E., 73.4 feet to the point of beginning.

The above described portion of a strip of land for a right of way contains 0.1 acres, more or less.

TO HAVE AND TO HOLD the said easement or right-of-way to the United States of America, its successors and assigns, forever.

We covenant with the said United States of America that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the same, that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As part of the consideration of this grant we hereby release any claim for damages from whatsoever cause, incidental to the exercise of the rights herein granted, except for damages to growing crops which we understand will be paid by the Tennessee Valley Authority.

In Witness of all of which we have hereunto subscribed our names on this the 17 day of November, 1936.

her
Nancy K Stewart,
mark
Nancy Stewart, Owner.
Ethel S. Lowery,
Ethel S. Lowery, Owner

Ralph Stewart
Ralph Stewart, Owner
Louise S. Small
Louise S. Small, Owner
Frank Stewart,
Frank Stewart, Owner
Mattie S. Watson,
Mattie S. Watson, Owner
Tennessee Valley Authority
By -

Witness: Sam K. Carson,
Emma L. Moreland

State of Tennessee

County of Hamilton On this 17 day of November, 1936, before me personally appeared Nancy Stewart, Ethel S. Lowery, Ralph Stewart, Frank Stewart and Mattie S. Watson, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

Witness my hand at office this 17 day of November, 1936.

x x x x x x x x x x x x x x x x x x

M. E. Wooten, Notary Public x
Hamilton Co. Tenn.

M. E. Wooten,
Notary Public

x x x x x x x x x x x x x x x x

My commission expires January 5, 1938

State of Tennessee

Hamilton County The above Instrument and certificates were filed Mar 23, 1942 at 9:51 A.M. entered in Note Book No 37 Page 430 and recorded in Book 834 Page 436

Witness my hand at office in Chattanooga, Tenn.

WILKES T. THRASHER

W. Thrasher

Register
Dept Reg

XX

Grant of Temporary Transmission Line Easement
HCHR-7

For and in consideration of the sum of Fifty Dollars (\$50.00) cash in hand paid, receipt whereof is hereby acknowledged, we the undersigned, Vernon F. Timmons and wife, Geneva Timmons (the same person as Geneva O. Timmons) have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the United States of America, a temporary easement and right-of-way for the following purposes; namely, the right to enter and to erect, maintain, repair, rebuild, operate, and partol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmissal on line structures, wires, cables and any necessary appurtenances; the right to clear said right-of-way of brush, timber, inflammable structures and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way; all over, upon, across and under the following described land, to wit:

A certain tract or parcel of land situated in the Second Civil District of Hamilton County, Tennessee, described as follows;

The South twenty two (22) acres of the Northeast Quarter of the Northwest Quarter of Section Twenty nine (29), Township Five (5), Range Three (3) West of the Basis Line, in the Cohee District; being the same property conveyed by L. M. Timmons, widow, to Vernon F. Timmons and wife, Geneva O. Timmons, by deed dated October 4, 1938, and registered in Book 768 page 395 in the Register's Office of Hamilton County, Tennessee.

The easement and right of way hereby granted covers a strip of land 100 feet in width across the above described lands, and is more particularly located and described as follows:

A strip of land for a transmission line right of way 100 feet wide, lying 50 feet on each side of the center line of the Hiwassee-Chickamauga (Temporary Relocation at Volunteer Ordnance Works) transmissal on line location, through the land of Vernon F. Timmons, in the Second Civil District of Hamilton County, Tennessee, as shown on a map filed in the Recorder's office of Hamilton County, the center line of the location through the land of Vernon F. Timmons being more particularly described as follows:

Beginning at a point where the center line crosses the south line of Vernon F. Timmon's land, which is the north line of Mary Sweeney Moore's land, at survey station 149 7/39 on the center line of the transmission line location, said point being N. 65° 16' W. 404.2 feet from a corner of the lands of Vernon F. Timmons, Harry C. Wingate and Mary Sweeney Moore; thence N. 58° 40' E 702 feet to a point where the center line crosses the east line of Vernon F. Timmons' land, which is the west line of Harry C. Wingate's land, at survey station 156 7/41 said point being N. 23° 31' E 575.5 feet from the above mentioned corner of the lands of Vernon F. Timmons, Harry C. Wingate, and Mary Sweeney Moore.

The above described strip of land is a continuous right of way 100 feet wide through the said property between the above named south and east property lines and has a net length of 702 feet along the center line.

The afordescribed easement and right-of-way shall remain in full force and effect until June 30, 1942, but from and after July 1, 1942, said rights and easements shall cease and terminate, and the fee simple title to the lands affected thereby shall revert to the undersigned, their heirs and assigns.

834/
438

RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE

COUNTY OF Hamilton

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Mattie Wasson, Ethel Lowry, Louise Small, Frank Stewart, Ralph Stewart, Nancy Stewart, widow of Charles Stewart, Lillie Steward Thomas

(hereinafter sometimes called GRANTOR, whether one or more), for and in consideration of the sum of

Seventy six dollars

(\$ 76.00) Dollars

in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto EAST TENNESSEE NATURAL GAS COMPANY, a Tennessee Corporation, its successors and assigns, a perpetual right of way and easement fifty feet in width upon the property hereinafter described, for the purpose of laying, constructing, maintaining, operating, altering, replacing, inspecting, patrolling, servicing and repairing and removing pipe lines (not to exceed two in number) together with fittings, tie-overs and appliances for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through a pipe line, and of erecting, maintaining, and removing a line of poles and appurtenances thereto, for the operation thereon of telephone and-or telegraph wires, the Grantee to have the right to select the route under, upon, over and through the lands of Grantor situated in the County of

Hamilton

State of Tennessee, described as follows:

Beginning on a stone on the northeast corner of the west half of the northwest quarter of Section 29; thence north 70 degrees west 109 feet to a stake; thence south 20 degrees west 1769.6 feet to a stake; thence south 70 degrees east 109 feet to a stake; thence north 20 degrees east 1769.6 feet to the beginning. Except that part sold. Subject to Transmission line right-of-way.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof or interest therein, and the same shall be divisible among two or more owners, as to any right or rights granted hereunder, so that each assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands to and from the right of way and easement.

To have and to hold the said right of way and easement, unto said Grantee, its successors and assigns, until such pipe lines be constructed and so long thereafter as a pipe line and-or a telephone line or a telegraph line is maintained hereon. And the undersigned covenant that we are lawfully seized and possessed of said real-estate above described; that we have a good and lawful right to sell and convey the rights and privileges herein set forth and we bind ourselves, our heirs and executors, and administrators, successors and assigns to warrant and forever defend all and singular the said premises herein conveyed against the lawful claims of all persons whomsoever and unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises except as the same may be necessary for the purposes herein granted; provided, however, that the Grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions, whether on said right of way and easement or not, that may injure, endanger or interfere with the use of said pipe line or pipe lines or telephone lines or telegraph lines or fittings and appliances appurtenant to any of said lines.

685

8-1526 B. 1

1023-685

The Grantee, by the acceptance hereof, agrees to bury all pipe lines, unless otherwise agreed, so that they will not interfere with the cultivation of the land, and also pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement, such appointment shall be made by the Grantee, its successors or assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

All payments hereunder may be made direct to the Grantor, or as authorized by him in writing delivered to Grantee. Should there be any change in the ownership of said lands, then such payment shall be made to those acquiring such lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 27 day of April, 1950.

Witness:
James L. Howell
Mattie Wasson
Ethel Cowery
Francis Stewart
Ralph Stewart
Nancy Stewart
Rebecca Small

The Grantee, by the acceptance hereof, agrees to bury all pipe lines, unless otherwise agreed, so that they will not interfere with the cultivation of the land, and also pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of, and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement, such appointment shall be made by the Grantee, its successors or assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

All payments hereunder may be made direct to the Grantor, or as authorized by him in writing delivered to Grantee. Should there be any change in the ownership of said lands, then such payment shall be made to those acquiring such lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 1st day of May, 1950.

Witness:
Lillie Steward Thomas
I signed and sworn before me
a notary public, County of Wayne,
Michigan
M. Sandage

...fully understood and agreed that this right of way grant as originally written covers all the agreements and ... that no representations or statements verbal or written have been made, modifying, add- ... the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 15 day

Lillie Steward Thomas

*Signed and sworn before
a notary public, County of Wayne,
Michigan
James A. [unclear]*



STATE OF TENNESSEE)
HAMILTON COUNTY)

The above Instrument and Certificates were filed
MAY 20 1950 of _____ M entered in
and recorded in Book _____ Volume _____

WITNESS my hand at office in Chattanooga, Tenn.

Notary

Book No.

41



3

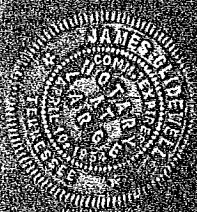
STATE OF TENNESSEE

COUNTY OF Hamilton

Personally appeared before me, Jame Ishihwell, in and for said State and County
aforesaid, the within named bargainer, Madge Warren, Ethel Linnery, Frank Stewart,
Paul Stewart, Nancy Stewart, with whom I am
personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, at Chattanooga, Tennessee on this 27 day of
April, 1950

Jame Ishihwell
Notary Public



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COHir/ly/860R

GRANTEE ADDRESS: <i>Paul Walker Jr</i> <i>416 Springs St</i> <i>Chattanooga TN</i>	SEND TAX BILLS TO:	MAP PARCEL NO. 120-0-J-12
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BOOK 2786 PAGE 211

PREPARED BY
HON & HON, ATTORNEYS
817 WALNUT STREET
CHATTANOOGA, TENNESSEE 37402

5-156-G

V. H. H.

LINE AGREEMENT

WHEREAS, Paul R. Walker, Jr. is the owner of certain real estate being described in the deed from Samuel D. Timmons, Nancy J. Robbins (formerly Nancy J. Diller) and John W. Wanless, not yet placed of record in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, Chieh Hou and wife, Doris Hou are the owners of certain real estate described in Book 2537, Page 778, in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, a recent survey has been made of the Paul R. Walker, Jr. property by A.R.C. Consultants, dated April 11, 1981 and it is the desire of the above parties to establish a dividing line between their properties to conform with said survey.

NOW THEREFORE, for a sufficient consideration, We, PAUL R. WALKER, JR. and CHIEH HOU and wife, DORIS HOU, hereby agree that the dividing line between our properties as shown on the aforesaid survey, is and shall be the boundary line separating our properties, and according to said survey the agreed line is described as follows:

To locate the point of beginning, begin at T.V.A. monument CR-9-2 marking the Northwest corner of Section Twenty-nine (29) Township Five (5) Range Three (3) West of the Basis Line Ocoee District; thence South Sixty-five (65) degrees Sixteen (16) minutes Eight (08) seconds East along the Northern line of said Section, One Thousand Three Hundred Twenty (1320) feet to a point in the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section; thence South Twenty-three (23) degrees Zero (0) minutes Ten (10) seconds West along the Western line of the Quarter Section, One Thousand Three Hundred Thirty-two and 78/100 (1332.78) feet to the point of beginning for the agreed line herein; thence South Sixty-five (65) degrees Thirty-six (36) minutes Six (06) seconds East along said line Four Hundred Ninety-four and 8/10 (494.8) feet to a point in the Northwestern line of Highway No. 58 the point of ending of the agreed line.

AND, We, PAUL R. WALKER, JR. and wife, EDITH N. WALKER, do hereby transfer, convey and forever quitclaim unto CHIEH HOU and wife, DORIS HOU, all right, title and interest we may have in and to any property lying South of the agreed line.

2786/211

AND, We, CHIEH HOU and wife, DORIS HOU, do hereby transfer, convey and forever quitclaim unto PAUL R. WALKER, JR. all right, title and interest we may have in and to any property lying North of the agreed line.

AND, FIRST TENNESSEE BANK NA CHATTANOOGA, hereby declares that it is the true and lawful owner and holder of One (1) note for TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 (\$265,000.00) Dollars, dated May 27, 1980, and secured by a Deed of Trust executed by Cheih Hou and wife, Doris Hou to Neil B. Cofer, Trustee for First Tennessee NA Chattanooga, and recorded in Book 2681, Page 51, and having been amended in Book 2744, Page 643, in the Register's Office of Hamilton County, Tennessee, securing the same indebtedness.

AND, FIRST TENNESSEE BANK NA CHATTANOOGA, does hereby join in this instrument for the purpose herein stated, and releases the lien of said note secured by the Deed of Trust recorded in Book 2681, Page 51 and amended in Book 2744, Page 643, in the said Register's Office. Any indebtedness, insofar as it rest upon the Paul R. Walker, Jr. property that lies North of the agreed line, but no further or otherwise, and specifically retains the lien of said note upon the balance of the property described in the said Deed of Trust.

IN WITNESS WHEREOF, FIRST TENNESSEE BANK NA CHATTANOOGA, has caused these presents to be executed by J. A. Hall, its Senior Vice President and by Chapin B. Miller, its Vice President, and its corporate seal hereto witness to be affixed as of this 18th day of May, 1981.

WITNESS our hands this 18th day of May, 1981.

FIRST TENNESSEE BANK NA CHATTANOOGA

BY J. A. Hall
J. A. Hall, Senior Vice President

BY Chapin B. Miller
Chapin B. Miller, Vice President



RECORDER'S MEMO
Legibility of writing, typing or printing in this
document unsatisfactory when received.

BOOK 2786 PAGE 213

Paul R. Walker, Jr.
PAUL R. WALKER, JR.
Edith N. Walker
EDITH N. WALKER
Chris Hou
CHIEH HOU
Doris Hou
DORIS HOU

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Glenda S. Pappas, a Notary Public, duly appointed,
commissioned and qualified in and for the State and County aforesaid, personally
appeared J. A. Hall and Chapin B. Miller,
with whom I am personally acquainted, and who upon oath acknowledged themselves
to be the Senior VP and Vice President, respectively, of FIRST TENNESSEE
BANK NA CHATTANOOGA, the within named bargainor, a corporation, and that they,
as such Senior Vice Pres. and Vice President, being authorized so to do,
executed the foregoing instrument for the purposes therein contained by signing
the name of the corporation by themselves as such Senior Vice Pres. and Vice Pres.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal
at Office in said State and County on this 18th day of May
1981.

Glenda S. Pappas
NOTARY PUBLIC

My Commission Expires: April 21, 1985

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 3rd day of August, 1981,
before me personally appeared PAUL R. WALKER, JR., 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.

WITNESS my hand and Notarial Seal.

Uecilia B. Oliver
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 6, 1985

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 1st day of October, 1981,
before me personally appeared EDITH N. WALKER, to me known to be the person described
in and who executed the foregoing instrument, and acknowledged that she executed
the same as her free act and deed.

WITNESS my hand and Notarial Seal.

Dora J. Bass
NOTARY PUBLIC

MY COMMISSION EXPIRES: Oct. 4, 1983

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 1 day of July, 19 81,
before me personally appeared CHIEH HOU and wife, DORIS HOU, 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.

Paul A. Weaver
NOTARY PUBLIC



My Commission Expires: June 26, 1984.

E 7 8 8 8

IDENTIFICATION
REFERENCE:

Oct 2 2 58 PM '81

DOROTHY P. BRAHMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

OCT-26

MISC

B* 12.00 * 12.00