



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

### NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a FL Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

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ALTA Commitment for Title Insurance 8-1-16



(22060344.PFD/22060344/9)



# Fidelity National Title Insurance Company

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

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## Fidelity National Title Insurance Company

### 8. PRO-FORMA POLICY

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

### 9. ARBITRATION

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

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# Fidelity National Title Insurance Company

## SCHEDULE A

1. Commitment Date: July 4, 2022 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
Donald Ray Lewis
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

Middle Tennessee Law Group, PLLC

By: \_\_\_\_\_  
T. Jake Wolaver, Attorney

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# Fidelity National Title Insurance Company

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - (a) Deed from Donald Ray Lewis, and spouse if married, to TBD, describing the property set out in Schedule A.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
5. Taxes for the year 2021: Map/Parcel 076-010.01  
Hickman County: \$ 123.00; Paid on November 10, 2021
6. This property is currently being taxed under the Greenbelt laws. Special property tax assessment (i.e. Roll-back tax), if applicable, will be due if the property ceases to be used for agricultural purposes, pursuant to T.C.A. Section 67-5-1008 (d) ("The Agricultural, Forest, and Open Space Land Act of 1976"), as most recently amended.
7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. If construction, demolition, or the delivery of materials therefore has occurred on the land within the last 120 days, we require satisfactory compliance with the Tennessee Notice of Completion statute, including the recordation of a proper Notice of Completion, notice to appropriate parties, the running of the applicable claim period, and the satisfactory resolution of any claims submitted in accordance therewith, prior to closing.
9. NOTE: If the above requirements include a deed of trust(s) to be satisfied and released and such referenced deed of trust (mortgage) is a Home Equity Line of Credit, Open End Deed of Trust or other Credit Line, the Company also requires the following: The Settlement/Escrow Agent must send a written authorization in behalf of the mortgagor to the Lender, in addition to the payoff check/wire, instructing the Lender to close said account and issue no more checks or drafts since the payoff was quoted.
10. NOTE: Please be advised that you will need to obtain Over Limit Approval in the normal manner and our delivery of this Title Search Report does not constitute such approval.

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**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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 the form.
2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements not shown by the Public Records.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Taxes for the year 2022, a lien not yet due and payable.
9. This property is currently being taxed under the Greenbelt laws. Special property tax assessment (i.e. Roll-back tax), if applicable, will be due if the property ceases to be used for agricultural purposes, pursuant to T.C.A. Section 67-5-1008 (d) ("The Agricultural, Forest, and Open Space Land Act of 1976"), as most recently amended. Application for Greenbelt Assessment - Forest of record in Book 41, Page 9649, in the Register's Office for Hickman County, Tennessee.
10. Subject to all matters shown on the Plan of record in Plat Cabinet E, Slide 25E, Register's Office for Hickman County, Tennessee.
11. Subject to the right of way of State Highway 50 and Ridge Road
12. Subject to the right of way of Coble to Only Road (abandoned per plat).
13. Subject to the flow of any creeks, streams, or branches across subject property.
14. No insurance is offered to title to that portion of the premises embraced within the bounds of any roads, streets, or highways.

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**SCHEDULE B**  
(Continued)

15. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.
16. The property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness, and are not hereby insured.

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## Fidelity National Title Insurance Company

### PROPERTY DESCRIPTION

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

Lying and being in the Eighth Civil District of Hickman County, Tennessee and being bounded on the Southwest by State Highway 50, West by Collier, North by State of Tennessee, East by Tract Two, South by Coble to Only Road and being more particularly described as follows:

BEGINNING at a point on the Easterly right of way of State Highway 50 lying 40 feet Southeast from a concrete monument at the Southwesterly corner of the tract herein described; said point lying North 10 degrees West 624 feet from the centerline intersection of State Highway 50 and Coble to Only Road; thence leaving the highway along the Easterly lines of Collier, as recorded in Deed Book 22, Page 7434, the following calls to iron rods: North 70 degrees 00 minutes 00 seconds East 602.50 feet; North 24 degrees 00 minutes 00 seconds East 363.00 feet; North 28 degrees 00 minutes 00 seconds West 270.60 feet; North 04 degrees 00 minutes 00 seconds West 330.00; North 29 degrees 00 minutes 00 seconds East 471.90 feet to the Northwest corner of the tract herein described; thence along the original Northerly line with State of Tennessee property, as recorded in Deed Book S-2, Page 550; South 83 degrees 18 minutes East passing a 24 inch yellow poplar at 122 feet, in all 1419.50 feet to an iron rod lying 39.1 feet West of an iron rod at a 12 inch hickory, the Northeast corner of Shelton with Stephenson as recorded in Deed Book 11, Page 7999; thence along new division lines with Tract Two, South 37 degrees 40 minutes 20 seconds West 2319.50 feet to an iron rod at a 36 inch beech; South 57 degrees 45 minutes West passing through an iron rod at a 12 inch maple at 216.00 feet, in all 236.00 feet to a point in the center of Coble to Only Road thence along the center of Coble to Only Road; North 67 degrees 25 minutes West 95.00 feet to a point in the road at the end of the State right of way; continuing with the right of way of State Highway 50, North 65 degrees 50 minutes West 75.00 feet; North 47 degrees 18 minutes West 112.00 feet; South 74 degrees 06 minutes West 70.71 feet to a concrete monument; North 79 degrees 40 minutes West 97.80 feet to a point 120 feet Northeast of the centerline of Highway 50; North 21 degrees 19 minutes 30 seconds West along the right of way 502.00 feet to the beginning, containing 47.6 acres, more or less, according to a survey by Boyd B. Gibbs, R. L. S. No. 1598, 104 South Public Square, Centerville, TN, dated January 25, 2011.

Being the same property conveyed to Donald Ray Lewis by Warranty Deed from Larry Petty, of record in Book 39, Page 7809, Register's Office for Hickman County, Tennessee, dated April 18, 2019, and recorded on April 22, 2019.

Being also known as 0 Coble to Only Road, Only, TN 37140

Tax/Map ID: 076-010.01