

**COMMITMENT FOR TITLE INSURANCE ISSUED BY  
FIDELITY NATIONAL TITLE GROUP**

**NOTICE**

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

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

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

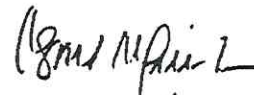
**COMMITMENT TO ISSUE POLICY**

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

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

**Commonwealth Land Title Insurance Company**

By:



ATTEST

President



Secretary

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

**ALTA Commitment for Title Insurance 8-1-16**

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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



## 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

#### 8. PRO-FORMA POLICY

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

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitral 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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ALTA Commitment for Title Insurance 8-1-16

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***Transaction Identification Data for reference only:***

Issuing Agent: E. Grant Crum

Issuing Office: Laughlin, Nunnally, Hood & Crum, PC

Commitment Number:

Issuing Office File Number: R23-262

Property Address: 125 Erwin Highway, Greeneville, TN 37745

**SCHEDULE A**

1. Commitment Date: August 2, 2023
2. Policy to be issued:
  - (a) ALTA Owners Policy  
Proposed Insured: TBD  
Proposed Policy Amount: TBD
  - (b) **ALTA Residential Title Insurance Policy**  
Proposed Insured:  
Proposed Policy Amount:
3. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:  
Victor F. Duggins, Jr.
4. The Land is described as follows: See Exhibit A attached.

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## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - A. Execution of an Owner's Affidavit and the original must be returned to E. Grant Crum prior to issuance of the policy.
  - B. Payment of title insurance premium.
  - C. Execute and record a Warranty Deed from Victor F. Duggins, Jr., to \_\_\_\_\_.

## 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. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse matter affection title that would be disclosed by an accurate survey and complete land survey of the Land.
3. Easements or claims of easements not shown by the Public Records.
4. 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,
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date buy prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the Commitment.
7. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq.
8. Taxes:
  - A. Taxes for 2023 are not yet due and payable, but amounts constitute a lien against the premises. **The estimated 2023 taxes are \$311.00 (County) and \$324.00 (City).**
  - B. County and City ad valorem taxes have been paid through the year 2022 in the most recent amounts of \$291.00 (County) and \$319.00 (City), bearing Map 088I, Group A, Parcel 025.00, in the office of the Trustee for Greene County, Tennessee, and in the office of the Recorder for the Town of Greeneville, Tennessee.

- C. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq.
9. Title to any portion of said land lying within the bounds of any road or highway.

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

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

SITUATE in the 10<sup>th</sup> (formerly 13<sup>th</sup>) Civil District of Greene County, Tennessee, and being more particularly described as follows:

BEGINNING at a monument situated in the northern margin of the right-of-way of US Highway 11-E, corner to Justice; thence running with Justice North 26 deg. 35 min. East 251.00 feet to an iron pin, corner to Billy Mauk; thence running with Mauk two (2) calls: South 63 deg. 35 min. East 75.00 feet; thence North 26 deg. 35 min. East 43.10 feet to an iron pin, corner to Mauk; thence running with Mauk South 63 deg. 35 min. East 146.10 feet to a 1 inch pipe, corner to Lot 7 of College View Subdivision; thence running with Lot 7 of College View Subdivision South 26 deg. 08 min. West 45.00 feet to a pipe; thence continuing with Lot 7 and later Lot 7 of College View Subdivision South 64 deg. 50 min. East 129.25 feet to a 1 inch pipe; thence South 62 deg. 25 min. West 251.00 feet to a monument situated in the northern margin of the right-of-way of US Highway 11-E; thence running with the northern margin of the right-of-way of said highway North 63 deg. 35 min. West 351.40 feet to the point of BEGINNING, containing 2.166 acres, more or less, according to a survey of Anthony J. Lucas, Tennessee Registered Land Surveyor No. 321, dated February 6, 1970.

BEING a portion of the same property conveyed to Victor Duggins and wife, Elizabeth T. Duggins, by deed from Violene Whitaker and Neal H. Whitaker, dated April 12, 1950, and appearing of record in Deed Book 176, page 553, in the Register's Office for Greene County, Tennessee. Also, being the same property conveyed to Victor F. Duggins and wife, Elizabeth Taylor Duggins, by deed from R.W. Taylor and wife, May B. Taylor, dated April 28, 1950, and appearing of record in Deed Book 176, page 592, in same said Register's Office. Also, being the same property conveyed to Victor F. Duggins and wife, Elizabeth Duggins, by deed from Roy H. Bird and wife, Muncie Taylor Bird, dated June 25, 1958, appearing of record in Deed Book 203, page 222, in the Register's Office for Greene County, Tennessee, and Deed of Correction which appears of record in Deed Book 278, page 3, in the Register's Office for Greene County, Tennessee. Victor F. Duggins predeceased his wife having died April 15, 1973. Elizabeth T. Duggins died testate on April 17, 2016, and pursuant to the terms of her Last Will and Testament (Articles VI and VIII) which appears of record in Probate File No. 2016-PR-97, in the Clerk & Master's Office for Greene County, Tennessee, she devised her real property to her son, Victor F. Duggins, Jr. For further reference see a Personal Representative's Quitclaim Deed, dated November 21, 2016, from Victor F. Duggins, Jr., Personal Representative of the Estate of Elizabeth T. Duggins, to Victor F. Duggins, Jr., which appears of record in Deed Book 579A, page 2139, in the Register's Office for Greene County, Tennessee.