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

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

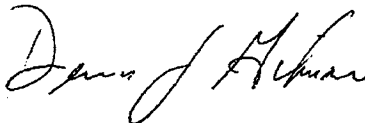
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

Arbitration provision intentionally removed.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

21-327

Transaction Identification Data for reference only:

Issuing Agent: Gregory L. Groth, Attorney
 Issuing Office: 139 East Broad Street, Cookeville, TN 38501
 Issuing Office's ALTA® Registry ID: 1084818
 Loan ID Number:
 Commitment Number: 21-327
 Issuing Office File Number: MESSENGER, KURT 21
 Property Address: 899 Messenger Rd, Sparta, TN 38583

SCHEDULE A

1. Commitment Date: July 28, 2021 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA® Owner's Policy of Title Insurance
 ALTA® Homeowner's Policy
 Proposed Insured: TBD
 Proposed Policy Amount:
 - (b) ALTA® Loan Policy of Title Insurance
 ALTA® Expanded Coverage Loan Policy
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:
Kurt Messenger and Laurie Messenger
5. The Land is described as follows:
SEE SCHEDULE A CONTINUED ATTACHED HERETO

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Schedule A
(Continued)

FIRST AMERICAN TITLE INSURANCE COMPANY

By:




Gregory L. Groth, Attorney

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	21-327

Commitment No.: 21-327

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Kurt Messenger and Laurie Messenger, husband and wife, to TBD conveying the land described under Schedule "A".
 - b. Payment, cancellation and satisfaction of a Commercial Deed of Trust from Kurt Messenger and Laurie Messenger, to B. Timothy Williams, Trustee, securing an indebtedness in the amount [REDACTED] to Farm Credit of Mid-America, of record in Record Book 418, Page 114, Register's Office of White County, Tennessee, dated July 3, 2018, recorded July 9, 2018, must be paid and released of record.
 - c. Affidavit executed by current owner(s) of the land described in Schedule A on a form to be supplied by the Company which shall include, but not be limited to, a certification that (1) there are no parties in possession of the land described in Schedule A, other than the current owners; (2) no bankruptcy proceedings in any federal court, federal tax liens, state tax liens and/or judgments have been or are being filed against the owner(s); (3) there are no liens for past due taxes of any nature or any unpaid assessments of any kind; (4) there are no financing statements and no outstanding indebtedness for equipment, appliances or other fixtures attached to the land described in Schedule A; and (5) there are no matters existing, at the time of the delivery of any deed contemplated herein, which would adversely affect the ability of the owner(s) to mortgage or convey the land described in Schedule A; (6) that there have been no improvements to the insured property within the past 1 year which could give rise to a construction lien and there are no accounts or claims pending and unpaid which could constitute a lien against the insured property. The affidavit will also state that affiant has no knowledge of any natural person or legal entity who has or could have a claim or right, interest or lien adverse to the insured.
 - d. Execution and delivery of Notice of Availability of Title Insurance to Purchaser/Mortgagor.
 - e. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the

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Schedule B
(Continued)

information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agents countersigning this Commitment, has disbursed said proceeds.

- f. Note: 2020 White County taxes show paid in the amount of \$2496.00 for Tax ID: 079-034.00.
- g. Note: The property described on Schedule A is not assessed for city taxes.

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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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.
6. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights expedited in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
 - a. Note: 2020 County taxes show paid in the amount of \$2496.00 for Tax ID: 079-034.00.
 - b. Note: The property described on Schedule A is not assessed for city taxes.
 - c. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.
 - d. Subject to a Caney Fork Electric Cooperative Right-Of-Way as noted by visual inspection.
 - e. Possibly subject to roll-back taxes for the statutory period if the land is converted to a use other than stipulated in the provision of T.C.A. 67-5-1001 thru 67-5-1010. (Greenbelt Provision.)
 - f. No coverage is provided as to the amount of acreage or square footage of the land.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A (Continued)

POLICY NUMBER

21-327

Commitment No.: 21-327

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

Beginning at a power pole being the northeastern corner of this described parcel located in the western right-of-way of Messenger Road as well as being located S 05°20'40" E 771.76 feet from a concrete monument; thence going with the said right-of-way S 03°35'29" E 91.71 feet; thence along a curve having an arc length of 291.76 feet, with a radius of 680.01 feet, and a chord of S 08°42'00" W 289.53 feet; thence S 20°59'30" W 299.13 feet; thence S 21°27'57" W 454.17 feet; thence along a curve having an arc length of 13.24 feet, with a radius of 15.00 feet, and a chord of S 46°45'19" W 12.82 feet; thence along a curve having an arc length of 196.15 feet, with a radius of 40.00 feet, and a chord of S 68°26'02" E 50.91 feet to the eastern right-of-way of Messenger Road; thence going with the eastern right-of-way along a curve having an arc length of 13.19 feet, with a radius of 15.00 feet, and a chord of N 03°43'25" W 12.77 feet; thence N 21°27'57" E 454.46 feet to a 1/2" pipe (set); thence leaving Messenger Road and going with the Poor House Cemetery property, S 69°13'06" E 143.08 feet to a concrete monument; thence leaving the cemetery and going with the western right-of-way of Highway 111 S 14°29'43" W 180.50 feet to a concrete monument; thence S 14°07'08" W 50.04 feet to a concrete monument; thence S 27°24'52" W 618.91 feet to a concrete monument; thence S 36°06'31" W 332.61 feet to a concrete monument; thence S 13°06'50" W 99.02 feet to an iron pin (set); thence S 04°47'24" E 122.44 feet to a busted concrete monument; thence S 26°53'38" W 82.23 feet to the center of Calkkiller River; thence generally following the meanders of the river N 79°35'32" W 93.85 feet; thence N 78°41'43" W 493.28 feet; thence N 83°44'32" W 526.24 feet; thence N 88°15'36" W 416.54 feet; thence N 68°29'55" W 112.15 feet; thence N 44°44'51" W 169.19 feet; thence N 21°11'15" W 347.05 feet; thence N 09°09'44" W 297.88 feet; thence N 05°42'38" W 349.57 feet; thence N 34°23'33" W 214.59 feet; thence N 63°58'36" W 199.40 feet; thence N 75°45'53" W 441.49 feet; thence N 58°23'33" W 434.41 feet; thence N 53°19'46" W 545.36 feet; thence N 59°36'19" W 345.82 feet; thence N 63°02'03" W 269.63 feet; thence N 45°30'25" W 84.22 feet; thence N 13°04'10" W 121.19 feet; thence N 33°59'47" E 164.00 feet; thence N 76°40'32" E 205.81 feet; thence S 81°56'05" E 262.95 feet; thence S 78°17'37" E 238.97 feet; thence N 88°39'42" E 225.62 feet; thence N 70°03'04" E 151.38 feet; thence N 36°26'40" E 170.34 feet; thence N 03°29'22" E 173.18 feet; thence N 22°25'59" W 372.89 feet; thence N 34°14'10" W 490.85 feet; thence N 25°23'16" W 206.51 feet; thence N 10°31'26" W 271.23 feet; thence N 15°46'51" E 151.15 feet; thence N 51°01'48" E 212.85 feet; thence N 67°18'10" E 300.48 feet; thence N 86°44'04" E 351.56 feet; thence S 70°45'19" E 188.67 feet; thence S 36°02'51" E 220.32 feet; thence S 10°27'25" E 319.41 feet; thence S 01°58'30" W 275.27 feet; thence S 11°31'38" E 163.51 feet; thence S 38°01'26" E 177.96 feet; thence S 57°34'03" E 119.89 feet; thence N 82°05'34" E 153.24 feet; thence N 65°31'42" E 180.66 feet; thence N 47°08'15" E 93.61 feet to a point in the center of the river; thence leaving the Calkkiller River and going with the William Edward Rogers & Elaine C. Rogers property S69°39'03" E 49.18 feet to a 10" maple; thence S 69°39'03" E 144.52 feet to a steel fence post; thence S 65°29'13" E 524.15 feet to a steel fence post; thence S 65°41'19" E 311.03 feet to a steel fence post; thence S 63°52'41" E 373.34 feet to a 4" wooden fence post; thence S 65°44'22" E 415.14 feet to a cross tie; thence continuing with Rogers S 21°45'46" W 17.49 feet to a 6" wooden fence post; thence S 16°21'25" W 941.01 feet to a 12" wooden fence post; thence S 87°14'59" E 168.16 feet to a 4" wooden fence post; thence S 80°42'00" E 461.16 feet to a 4" wooden fence post; thence N 66°41'39" E 116.23 feet; thence S 87°07'42" E 27.67 feet to the beginning being 250.37 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 16 July 2021.

The previous and last conveyance being a Warranty Deed from Betty Messenger (being one and the same as Betty Anne Messenger) to Kurt Messenger and wife, Laurie Messenger, of record in Record Book 400, Page 577, Register's Office of White County, Tennessee, dated July 27, 2017 and recorded July 28, 2017.

No coverage is provided as to the amount of acreage or square footage of the land.