

ALTA Commitment For Title Insurance (Adopted 08-01-2016; Technical Corrections 04-02-18)

COMMITMENT FOR TITLE INSURANCE ISSUED BY WESTCOR LAND 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By: TN1054 Hitchcock Title Company 113 South Side Square Shelbyville, TN 37160

WESTCOR LAND TITLE INSURANCE COMPANY

By:

Attest

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 signed by the Company or its issuing agent that may be in electronic form.

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.
- 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) signed 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.

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- (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.
- (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.

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.

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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Transaction Identification Data for reference only:

Issuing Agent: Hitchcock Title Company

Issuing Office: 113 South Side Square, Shelbyville, TN 37160

Issuing Offices ALTA® Registry ID: TN1054

Loan ID Number:

Commitment Number: 20210209 Issuing Office File Number: 20210209

Property Address: 2026 Highway 130 . West, Shelbyville, TN 37160

Revision Number:

SCHEDULE A

1.	Commitment Date: October 05, 2021 at 8:00 AM
2.	Policy to be issued:
	a. ALTA Owner's Policy
	Proposed Insured:
	Proposed Policy Amount: \$
	b. ALTA Loan Policy
	Proposed Insured:
	Proposed Policy Amount: \$

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3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

The Title is, at the Commitment Date vested in:

Theodore B. Nickson and Sandra Jones Nickson, husband and wife

The Land is described as follows:

Certain real estate lying and being in the Twentieth (20th) Civil District of Bedford County, Tennessee, and being more particularly described as follows:

<u>PARCEL ONE</u>: Being all of Tract 2, consisting of 17.02 acres, of the Pleasant Grove Airpark, a plat of which is of record in Plat Cabinet B, Envelope 206, Register's Office of Bedford County, Tennessee.

This conveyance is subject to Protective Covenants, Conditions and Restrictions Affecting the Real Property of Pleasant Grove Airpark, of record in Deed Book 242, page 251, Register's Office of Bedford County, Tennessee, and as amended by Declaration of Amendment to Protective Covenants, Conditions and Restrictions Affecting the Real Property of Pleasant Grove Airpark, of record in Deed Book 268, page 411, Register's Office of Bedford County, Tennessee.

This conveyance is subject to any and all other existing easements and restrictions of record.

Being the same property conveyed from Blake B. Butler and George E. Dennis by Warranty Deed to Theodore B. Nickson and wife, Sandra Jones-Nickson, dated March 18, 2005, of record at Deed Book 268, page 416, Register's Office, Bedford County, Tennessee.

<u>PARCEL TWO:</u> Being all of Tract 3, consisting of 9.41 acres, of the Pleasant Grove Airpark, a plat of which is of record in Plat Cabinet B, Envelope 206, Register's Office of Bedford County, Tennessee.

This conveyance is subject to Protective Covenants, Conditions and Restrictions Affecting the Real Property of Pleasant Grove Airpark, of record in Deed Book 242, page 251, Register's Office of Bedford County, Tennessee, and as amended by Declaration of Amendment to Protective Covenants, Conditions and Restrictions Affecting the Real Property of Pleasant Grove Airpark, of record in Deed Book 268, page 411, Register's Office of Bedford County, Tennessee.

This conveyance is subject to any and all other existing easements and restrictions of record.

This conveyance is subject to the right-of-way easement for utilities of record in Book D246 and D247, page 871 and 192, respectively (in the Office of the Bedford County Register of Deeds).

Being the same property conveyed to Theodore B. Nickson and wife, Sandra Jones-Nickson by Warranty Deed from Charles H. Ingram, dated March 18, 2005, of record at Deed Book 268, page 418, Register's Office, Bedford

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County, Tennessee.

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Issued By:

Hitchcock Title Company 113 South Side Square Shelbyville, TN 37160 Agent ID: TN1054

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SCHEDULE B – PART I Requirements

File No.: 20210209

All of the following Requirements must be met:

- 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.
- 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.
- 5. PARCEL ONE: On June 26, 2007, Theodore B. Nickson and wife, Sandra Jones-Nickson, executed a Deed of Trust to Sandy Wilson, Trustee for Regions Bank, in the principal amount of This instrument is secured by the property described as Parcel One in the attached Schedule A and was recorded on July 23, 2007 at Trust Deed Book 667, page 463, Register's Office, Bedford County, Tennessee. This debt must be paid in full and release recorded with the Bedford County Register of Deeds Office.
- 6. PARCEL ONE: On September 20, 2012, Theodore B. Nickson and wife, Sandra Jones-Nickson, executed a Deed of Trust to Steven Greene, Trustee for Pentagon Federal Credit Union, in the principal amount of This instrument is secured by the property described as Parcel One in the attached Schedule A and was recorded on October 2, 2012, at Trust Deed Book 783, page 444, said Register's Office. This debt must be paid in full and release recorded with the Bedford County Register of Deeds Office.
- 7. PARCEL ONE: This property is currently enrolled in Greenbelt Tax Relief. If any new owner wishes to continue this program, they must register with the Assessor of Property in Bedford County, Tennessee shortly after the recordation of the deed to ensure continuation of the tax relief and to avoid the payment of rollback taxes.
- 8. PARCEL TWO: On January 20, 2006, Theodore B. Nickson and Sandra Jones-Nickson, executed a Deed of Trust to Donna M. Stone, Trustee, in favor of Frist Community Bank of Bedford County, in the principal amount of this instrument was recorded on February 7, 2006 at Trust Deed Book 612, page 25, in the Register's Office of Bedford County, Tennessee and was subsequently modified by the addition of that instrument of record at Trust Deed Book 644, page 81, said Register's Office and is secured by the property described as Parcel Two in the attached Schedule A. This debt must be paid in full and release recorded in the Bedford County Register of Deeds Office.
- 9. PARCEL TWO: On June 10, 2016, Theodore B. Nickson and wife, Sandra Jones-Nickson executed a Deed of

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Trust to Steven Greene and Rod Raszler, Trustee for Pentagon Federal Credit Union in the principal amount of This instrument is secured by the property described as Parcel Two in the attached Schedule A. This debt must be paid in full and release recorded with the Bedford County Register of Deeds.

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SCHEDULE B – PART II Exceptions

File No.: 20210209

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
- 2. Rights or Claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- 8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax
- 2021 Bedford County property taxes for Map126, parcel 2.01 (consisting of Parcel One and Parcel Two) in the name of Theodore B. Nickson and wife, Sandra Jones-Nickson, in the amount of \$6,898.00, became due and payable on October 1, 2021 and will not be considered delinquent until March 1, 2022. All prior taxes have been paid.
- 10. Property taxes for 2022 and subsequent years constitute a lien but are not yet due or payable.

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11. Assessed Values (PARCEL ONE AND PARCEL TWO) 2021

Land Market Value	175,400	Land Use Value	71,500
Improvement Value	1,332,500	Improvement Value	1,332,500
Total Market Value	1,507,900	Total Use Appraisal	1,404,000
		Assessment %	25
		Assessment	351,000

- 12. That Deed of Trust to Sandy Wilson, Trustee for Regions Bank, in the principal amount of instrument is secured by the property described as Parcel One in the attached Schedule A and was recorded on July 23, 2007 at Trust Deed Book 667, page 463, Register's Office, Bedford County, Tennessee. This debt must be paid in full and release recorded with the Bedford County Register of Deeds Office.
- 13. That Deed of Trust to Steven Greene, Trustee for Pentagon Federal Credit Union, in the principal amount of This instrument is secured by the property described as Parcel One in the attached Schedule A and was recorded on October 2, 2012, at Trust Deed Book 783, page 444, said Register's Office. This debt must be paid in full and release recorded with the Bedford County Register of Deeds Office.
- 14. That Deed of Trust to Donna M. Stone, Trustee, in favor of Frist Community Bank of Bedford County, in the principal amount of this instrument was recorded on February 7, 2006 at Trust Deed Book 612. page 25, in the Register's Office of Bedford County, Tennessee and was subsequently modified by the addition of by that instrument of record at Trust Deed Book 644, page 81, said Register's Office and is secured by the property described as Parcel Two in the attached Schedule A. This debut must be paid in full and release recorded in the Bedford County Register of Deeds Office.
- 15. That Deed of Trust to Steven Greene and Rod Raszler, Trustee for Pentagon Federal Credit Union in the principal amount of This instrument is secured by the property described as Parcel Two in the attached Schedule A. This debt must be paid in full and release recorded with the Bedford County Register of Deeds.
- 16. If improvements are complete after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statue. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603, et seg.
- 17. No insurance is afforded as to the exact amount of acreage contained in the property described thereof.

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Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.