



Fidelity National Title Insurance Company

ALTA 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 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 Amount of Insurance 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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27C170B

ALTA Commitment for Title Insurance (07-01-2021)

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(25-9269.PFD/25-9269/6)

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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 is not 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;

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- 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less

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may be arbitrated at the election 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

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Holmes, Rich and Sigler, PC
Issuing Office: 3021 Hwy. 45 By-Pass, Suite 102, Jackson, TN 38305
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.:
Issuing Office File No.: 25-9269
Property Address: 465 McClellan Rd, Jackson, TN 38305
Revision No.:

SCHEDULE A

1. Commitment Date: September 5, 2025 at 09:00 AM
2. Policy to be issued:
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: .
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

FIDELITY NATIONAL TITLE INSURANCE COMPANY.

By: 
Holmes, Rich and Sigler, PC

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Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

Commitment No.:

File No.: 25-9269

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.
5. The 2025 County taxes, in the amount of \$12,436.00, now due and payable but not delinquent.
6. **Alta 8.1, Alta 9 and/or Alta 4, 5, 6 and/or 7 Endorsements will be issued with all residential loan policies if requested by Lender in closing instructions and provided the above requirements are met.
7. **All of the recording information contained herein refers to the public records of Madison County, Tennessee, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the official records of said county, unless indicated to the contrary.
8. This commitment for title insurance does not constitute a report of title and is not to be relied upon by the Insured or any other party as a title report or the representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this form for title insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of the Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured or any party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with the Commitment for Title Insurance.

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SCHEDULE B
(Continued)

Commitment No.:

File No.: 25-9269

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 hereof 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. Rights of claims and 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, 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. The 2025 City taxes, in the estimated amount of \$10,696.00 are not due until October 1, 2025.
9. Joint Driveway Agreement in Deed Book 736, page 308.
10. 10' sewer line easement in Deed Book 653, page 815.
11. 28' ingress/egress easement mentioned in legal description.
12. 30'x30' Bellsouth easement in Deed Book 602, page 555.
13. ****All of the recording information contained herein refers to the public records of Madison County, Tennessee, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the official records of said county, unless indicated to the contrary.**

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(25-9269.PFD/25-9269/8)



EXHIBIT A

Commitment No.:

File No.: 25-9269

Map 32 Parcel 16.04

BEGINNING at an iron pin found in the north margin of McClellan Road, being 30 feet from centerline, at Russell Reviere's southwest corner, as described in Deed Book 639 Page 410 and Deed Book 625 Page 231 in the Register's Office of Madison County, Tennessee, being the southeast corner of the John Baker property as described in Deed Book 718 Page 563 of which is included in the herein described; runs thence with the north margin of said McClellan Road, north 85 degrees 32 minutes 55 seconds west 691.47 feet to an iron pin set at the intersection of the east margin of John Smith Road (25 feet from the centerline) and being the southwest corner of the John Baker property as described in Deed Book 718 Page 561 of which a portion of is included in the property being described; runs thence with the east margin of John Smith Road, north 04 degrees 24 minutes 29 seconds east 867.43 feet to a half inch rebar set with identification cap stamped Surveying Services, being typical of all iron pins set herein; runs thence generally following a fence along new lines through the Baker property, south 85 degrees 31 minutes 46 seconds east 144.99 feet to a fence post; thence south 74 degrees 57 minutes 57 seconds east 153.50 feet to a fence post; thence leaving said fence, south 86 degrees 10 minutes 55 seconds east 524.85 feet to a ditch and being in Russell Reviere's west line as described aforesaid (an iron pin being set on line at 88.1 feet west of said true corner); runs thence with Russell Reviere's west line and generally with a fence, an iron pin being set on line at 16.8 feet), south 19 degrees 17 minutes 06 seconds west 502.21 feet; thence south 04 degrees 27 minutes 05 seconds west 359.52 feet to the point of beginning containing 14.20 acres of land as surveyed on April 14, 2016 by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-6640807). DWG No. 2002-096-4-16.

This property being subject to a 30 feet by 30 feet BellSouth easement as described in Deed Book 602, page 555. Said beginning of said easement being, as measured along the east margin of the John Smith Road, 290 feet from the intersection of the north margin of McClelland Road and the east margin of John Smith Road. (Deed Book 602, page 555 describes the beginning point to be 320 feet from said intersection. The existing structure and easement corners were found as described above at 290 feet.)

This property also being subject to a 10 feet JEA Sewer Line Easement as described in Deed Book 653, page 815, and being located along the northern portion of said property. (See Plat).

This property being subject to a 28 feet ingress/egress easement, as of this survey, along the north line and more particularly described as follows: Beginning at an iron pin set at the northwest corner of the above described property, in the east margin of the John Smith Road (25 feet from the centerline), runs thence with the north line of the above described tract and generally following a fence along new lines through the Baker property, south 85 degrees 31 minutes 46 seconds east 144.99 feet to a fence post; thence south 74 degrees 57 minutes 57 seconds east 153.50 feet to a fence post; thence leaving said fence, south 86 degrees 10 minutes 55 seconds east 88.75 feet to the northeast corner of the easement being described; runs thence with the east line of said easement, south 40 degrees 12 minutes 17 seconds west 34.78 feet to the southeast corner of said easement; runs thence 28 feet south of and parallel with the north line of said easement, north 86 degrees 10 minutes 55 seconds west 70.87 feet; thence continuing, generally with a fence, north 74 degrees 57 minutes 57 seconds west 153.66 feet; thence north 85 degrees 31 minutes 46 seconds west 142.37 feet to the east margin of John Smith Road; runs thence with the said east margin, north 4 degrees 24 minutes 29 seconds east 28.00 feet to the beginning.

Being the same property conveyed to Bryan W. Keysor and wife, Kathy L. Keysor by deed from John William Baker dated April 29, 2016 and recorded in Deed Book 734, page 265 in the Register's Office of Madison County, Tennessee.

PREPARED BY:
CHARLES PATTERSON, ATTY.
1023 OLD HUMBOLDT ROAD
JACKSON, TN 38305

JOINT DRIVEWAY AGREEMENT

The undersigned Bryan W. Keysor and wife Kathy L. Keysor are owners of 14.20 acres known as 456 McClellan Road Jackson Madison County , Tennessee, by deed of Record in Deed Book 734 at Page 265 in the Register's Office of Madison County Tennessee, and John Overton and wife, Whitney Overton are the owners of the adjoining property known as 6.84 acres, John Smith Road, Jackson Madison County Tennessee, by deed of record in Deed Book ~~734~~ Page ~~303~~ Register's Office of Madison County, Tennessee , The undersigned owners agree as follows:

1. Along the parties' common boundary line, there is an existing joint and common drive extending from John Smith Road to the parties' separate drives and properties. A copy of the plat showing the existing common drive is attached as an exhibit to this agreement.
2. The parties agree that this drive has been and shall continue to be a joint and common drive and that both the owners of both properties shall have the common, joint and non-exclusive use of this drive. Both parties agree to share the use of the drive and agree that neither party shall monopolize the use of the drive.
3. Both parties shall properly maintain the common drive for their mutual benefit.
4. This Agreement shall run with the land of both parties and is a permanent joint drive agreement for the benefit of the parties' successors and assigns.

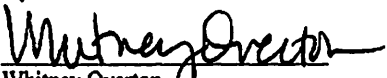
[Handwritten signature]
[Handwritten signature]

Executed this the 31 day of August, 2016.

OWNER:

6.84 acres, John Smith Road
Jackson Madison County, Tennessee


John Overton

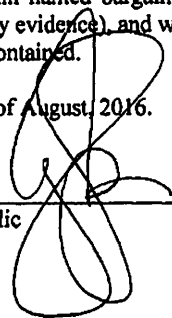

Whitney Overton

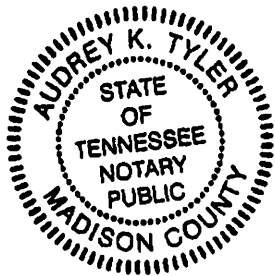
STATE OF TENNESSEE)
COUNTY OF MADISON)

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, John Overton and wife, Whitney Overton, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this the 31 day of August, 2016.

My Commission Expires: 5.19.20


Notary Public



Executed this the 29 day of August, 2016.

OWNER:
456 McClellan Road
Jackson, Tennessee

Bryan W. Keysor
Bryan W. Keysor

Kathy L. Keysor
Kathy L. Keysor

STATE OF New York
COUNTY OF Wayne

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, Bryan W. Keysor and wife, Kathy L. Keysor the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this the 29 day of August, 2016.

My Commission Expires: 10/14/2019 Dawn M. Krul
Notary Public

DAWN M. KRUL
Notary Public, State of New York
No. 01KR6100336
Qualified in Wayne County
Commission Expires Oct. 14, 2019

BK/PG: D736/308-310
16009958

3 PGS.-AL-AGREEMENT	
MARIE BATCH 160065	09/01/2016 - 03:46 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00
STATE OF TENNESSEE, MADISON COUNTY	
ANGIE BYERS	
REGISTER OF DEEDS	