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 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 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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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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AMERICAN LAND TITLE ASSOCIATION

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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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.:	26-9315
Property Address:	135 Windy City Road, Jackson, TN 38305
Revision No.:	

SCHEDULE A

1. Commitment Date: September 22, 2026 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: Robert Todd Seabrook and wife, Katie Seabrook.
5. The Land is described as follows:

   SEE EXHIBIT A ATTACHED HERETO

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: Jack Holmes
Holmes, Rich and Sigler, PC

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SCHEDULE B, PART I - Requirements

Commitment No.: File No.: 26-9315

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Cancellation and release of a Deed of Trust of record in [redacted]
6. Termination of UCC-1 Financing Statement of record in [redacted]
7. Cancellation and release of a Deed of Trust of record in [redacted]
8. The 2026 County taxes, in the amount of $3,443.00, now due and payable but not delinquent.
9. **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.
10. 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 sahll 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, 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 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 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 TCA 67-5-603, et seq.
8. Restrictive Covenants recorded in Trust Deed Book 585, page 181.
9. Right of Way for Windy City in Deed Book 170, page 248.
10. SWTEMC easement in Deed Book 601, page 57.
11. Utility easement in Deed Book 651, page 683 and Deed Book 783, page 1487.
12. Property in Greenbelt at Greenbelt Book 7, page 523.
13. Property subject to TVA powerline along east margin.
14. Subject to any lien which may arise from the reclassification of the insured property as a result of "rollback taxses and/or greenbelt taxes".
15. The Land has been classified as Greenbelt for assessment, levy and collection purposes and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated Section 67-5-1001.
16. 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.

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17. **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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Fidelity National Title Insurance Company

EXHIBIT A

Commitment No.: File No.: 26-9315

Map 32 Parcel 27.00

Beginning at an iron pin in the west margin of Windy City Road (30 feet from die centerline) and being White's northeast corner as described in Deed Book S27 at page 648, in the Register's Office of Madison County, Tennessee; runs thence with White's north line (old fence line) as follows, north 88 degrees 40 minutes 21 seconds west 373.86 feet to a fence post; thence north 89 degrees 59 minutes 02 seconds west 550.23 feet to a fence post; thence north 87 degrees 17 minutes 29 seconds west 430.98 feet to the center of a ditch; runs thence with the center of said ditch, north 26 degrees 43 minutes 42 seconds west 51.55 feet; thence north 50 degrees 37 minutes 41 seconds west 45.04 feet; thence north 43 degrees 49 minutes 23 seconds east 55.92 feet; north 15 degrees 07 minutes 06 seconds east 90.17 feet; thence north 43 degrees 20 minutes 43 seconds east 223.78 feet; thence north 74 degrees 28 minutes 38 seconds east 44.96 feet; thence north 11 degrees 44 minutes 58 seconds east 51.70 feet; thence north 63 degrees 44 minutes 09 seconds east 51.97 feet; thence north 5 degrees 35 minutes 45 seconds east 79.59 feet; thence south 89 degrees 08 minutes 42 seconds east 107.71 feet; thence north 5 degrees 07 minutes 20 seconds east 33.70 feet; thence north 49 degrees 32 minutes 12 seconds east 102.05 feet; thence north 87 degrees 05 minutes 51 seconds east 32.74 feet; thence north 39 degrees 55 minutes 47 seconds east 56. 17 feet; thence north 37 degrees 53 minutes 36 seconds west 17.56 feet to an iron pin; runs thence south 88 degrees 57 minutes 24 seconds east 965.18 feet to the west margin of the Windy City Road; runs thence with the west margin of said road, south 10 degrees 57 minutes 15 seconds west 484. 14 feet; thence following a curve to the left having a radius of 2130.00 feet for a distance of 225.45 feet (chord bearing of south 07 degrees 55 minutes 19 seconds west, 225.34 feet) to the point of beginning containing 20.000 acres as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee.

Being the same property conveyed to Robert Todd Seabrook and wife, Katie Seabrook by deed dated October 11, 2019 and recorded in Deed Book 754, page 307 in the Register's Office of Madison County, Tennessee.