ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by

Authorized Countersignature

Williams & Associates, LLC Company Name

Gadsden, AL City, State

010342 Agent ID



Matt Morris President and CEO

Lau

Denise Carraux Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

Company Name License Number: 0732808

Persons Name License Number: 0714186

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 a countersignature 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 countersignature 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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ALTA Commitment For Title Insurance 8-1-16 Page 2 of 3



- (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 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.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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Stewart Title Guaranty Company

Transaction Identification Data for reference only:

Issuing Agent:Williams & Associates, LLCIssuing Office:2100 Club Drive, Suite 150, Gadsden, AL 35901ALTA® Universal ID:Loan ID Number:Loan ID Number:20180731-DELORMEIssuing Office File Number:20180731-DELORMEProperty Address:360 Son Johnson Road, Boaz, AL 35956

SCHEDULE A

- 1. Commitment Date: August 3, 2018 at 08:00 AM
- 2. Policy to be issued:
 - (a) ALTA Owner's Policy (06/17/06) Proposed Insured: TBD Proposed Policy Amount:
 - (b) ALTA Loan Policy (06/17/06) Proposed Insured: Proposed Policy Amount:
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Courtney S. Delorme and Ashley M. Delorme by virtue of a Warranty Deed from Deborah W. Richey and husband, Loyd H. Richey dated 06/29/2016 and filed for record on 07/05/2016 as Instrument Number 3436561 in the Office of the Judge of Probate, Etowah County, Alabama.

5. The Land is described as follows:

BEGIN AT AN EXISTING 3/4" ROD AT THE NORTHWEST CORNER OF THE SE1/4 OF THE NW1/4, SECTION 15, T-10-S, R-5-EAST OF HUNTSVILLE MERIDIAN AND RUN S01°34'20"W, ALONG THE WEST LINE THEREOF, 662.22 FEET TOAN EXISTING "X" IN ROCK; THENCE RUN S01°49'12"W, ALONG SAID WEST LINE, 498.19 FEET TOAN EXISTING "JBD" CAPPED REBAR; THENCE RUN S84°37'17"E, LEAVING SAID WEST LINE, 266.88 FEET TOA POINT ON THE CENTERLINE OF SHORT CREEK; THENCE RUN THE FOLLOWING ALONG SAID CENTERLINE, S14°07'52"W, 53.14 FEET; S24°51'49"W, 75.04 FEET; S07°58'19"W, 52.33 FEET; S55°28'40"W, 73.01 FEET AND S18°32'04"W, 291.01 FEET TOA POINT ON THE NORTHEASTERLY RW OF WHITESBORO ROAD (60' RW); THENCE LEAVING SAID CENTERLINE RUN THE FOLLOWING ALONG SAID RAW, S60°58'28"E, 400.00 FEET; S59°43'48"E, 200.00 FEET; S57°05'20"E, 312.52 FEET AND S54°29'55"E, 532.75 FEET TOAN EXISTING CAPPED REBAR ON THE EAST LINE OF THE NE1/4 OF THE SW1/4; THENCE RUN N01°47'14"E, LEAVING SAID RAW AND ALONG SAID EAST LINE, 1004.94 FEET TOAN EXISTING 3/4" ROD AT THE SOUTHEAST CORNER OF THE SE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE SE1/4 OF THE NW1/4; 1322.30 FEET TOAN EXISTING 3/4" ROD AT THE SOUTHEAST CORNER OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE SE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4; THENCE RUN N01°46'53"E, ALONG THE EAST LINE OF THE NE1/4 OF THE NW1/4, 83.32 FEET TOA POINT ON THE CENTERLINE OF YELLOW LEAF CREEK; THENCE LEAVING SAID

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SCHEDULE A (Continued)

EAST LIEN RUN NORTHWESTERLY ALONG SAID CENTERLINE, 843.65 FEET TO THE INTERSECTION OF THE CENTERLINE OF SHORT CREEK; THENCE RUN NORTHERLYALONG SAID SHORT CREEK CENTERLINE 674.75 FEET TO A POINT ON THE SOUTH R/W OF SON JOHNSON ROAD (60' R/W); THENCE RUN THE FOLLOWING ALONG SAID R/W, N83°31'27'W, 320.37 FEET; N85°39'00'W, 238.75 FEET; N87°30'14'W, 435.00 FEET; N85°04'50''W, 356.08 FEET AND N85°04'50''W, 330.87 FEET TO AN EXISTING CAPPED REBAR ON THE WEST LINE OF THE EAST-HALF (E 1/2) OF THE NW1/4 OF THE NW1/4; THENCE RUN S01°39'24''W, ALONG SAID WEST LINE, 1281.89 FEET TO AN EXISTING "JBD" CAPPED REBAR AT THE SOUTHWEST CORNER OF SAID E1/2; THENCE RUN S84°43'28''E, ALONG THE SOUTH LINE OF SAID E1/2, 662.00 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF THE NW1/4AND A PORTION OF THE NE1/4 OF THE SW1/4, ETOWAH COUNTY, ALABAMA AND CONTAINS 107.87 ACRES (MORE OR LESS). AND BEING SUBJECT TO AN ALABAMA POWER TRANSMISSION LINE EASEMENT. (th/36160)

Property address purported to be: 360 Son Johnson Road, Boaz, AL 35956.

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SCHEDULE A (Continued)

Williams & Associates, LLC Bv Williams & Associates/LLC

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Stewart Title Guaranty Company

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.
- 5. The Company requires for its review a satisfactory indemnity and affidavit agreement to be executed by the seller/owner stating that:

A). That improvements and/or repairs or alterations to the subject property are completed; that contractor, subcontractor, labor and materialmen are all paid; that there are no matters pending against the affiant that could give rise to a lien or any other right that would attach to the land between the effective date of commitment and the recording of the interest to be insured.

B). The affiant(s) have not and will not execute any instruments or allow any action that would adversely affect the interest to be insured.

- 6. Payment of any and all Special Assessments, Bills, Charges or Municpal Liens levied and/or assessed against subject property, which are curriently due and payable, if any.
- 7. Payment of all county and municipal charges and liens, including but not limited to, paving, sewer, water and weed liens.
- 8. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 9. The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transaction and its review of the closing documents; and to search the public records from the Effective Date through the date of recordation of the insured instruments and to insert such requirements and exceptions as may be deemed appropriate resulting from such documents and search.
- 10. A final rundown from the Effective Date hereof to the date and time of recording the Deed and/or Mortgage referred to above.
- 11. Taxes for the year 2017, assessed under Tax ID#, 04-05-15-0-001-007.017 (PPIN-102512) in the gross amount of \$132.84 are shown PAID on 01/02/2018.

Taxes for the year 2017, assessed under Tax ID#, 04-05-15-0-001-002.000 (PPIN-3777) in the gross amount of \$303.91 are shown PAID on 01/02/2018.

Taxes for the year 2017, assessed under Tax ID#, 04-05-15-0-001-003.000 (PPIN-3778) in the gross amount of \$2,622.36 are shown PAID on 01/02/2018.

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SCHEDULE B

(Continued)

Taxes for the year 2017, assessed under Tax ID#, 04-05-15-0-001-004.001 (PPIN-64072) in the gross amount of \$183.17 are shown PAID on 01/02/2018.

Taxes for the year 2017, assessed under Tax ID#, 04-05-15-0-001-007.001 (PPIN-3786) in the gross amount of \$334.84 are shown PAID on 01/02/2018.

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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. 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.
- 6. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises and which are not shown by the public records.
- 7. Rights or claims of parties in possession not recorded in the public records.
- 8. Easements or claims of easements not recorded in the public records.
- 9. Taxes or special assessments which are not shown as existing liens by the public records.
- 10. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished. NOTE: Upon receipt of a satisfactory Affidavit of Agreement this exception will be deleted.
- 11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, priviledges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
- 12. Restrictions upon the use of the premises not appearing in the chain of title to the land.
- 13. Any and all Special Assessments, Bills, Charges or Municipal Liens levied and/or assessed against subject property, which are currently due and payable, if any.
- 14. Taxes and/or assessments for the year 2018 and subsequent years not yet due and payable for P arcel #: 04-05-15-0-001-007.017 (PPIN-102512) taxes assessed in the amount of \$172.70 [ESTIMATE ONLY], are due and payable October 1, 2018, but are not delinquent until December 31, 2018. (Subject to tax assessment).

Taxes and/or assessments for the year 2018 and subsequent years not yet due and payable for Parcel #: 04-05-15-0-001-002.000 (PPIN-3777) taxes assessed in the amount of \$366.23 [ESTIMATE ONLY], are due and

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SCHEDULE B

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(Continued)
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payable October 1, 2018, but are not delinquent until December 31, 2018. (Subject to tax assessment).

Taxes and/or assessments for the year 2018 and subsequent years not yet due and payable for Parcel #: 04-05-15-0-001-003.000 (PPIN-3778) taxes assessed in the amount of \$2,996.48 [ESTIMATE ONLY], are due and payable October 1, 2018, but are not delinquent until December 31, 2018. (Subject to tax assessment).

Taxes and/or assessments for the year 2018 and subsequent years not yet due and payable for Parcel #: 04-05-15-0-001-004.001 (PPIN-64072) taxes assessed in the amount of \$284.03 [ESTIMATE ONLY], are due and payable October 1, 2018, but are not delinquent until December 31, 2018. (Subject to tax assessment).

Taxes and/or assessments for the year 2018 and subsequent years not yet due and payable for Parcel #: 04-05-15-0-001-007.001 (PPIN-3786) taxes assessed in the amount of \$470.14 [ESTIMATE ONLY], are due and payable October 1, 2018, but are not delinquent until December 31, 2018. (Subject to tax assessment).

- 15. The policy does not insure against any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any action of the Office of the Tax Assessor, the Office of the Tax Collector, and/or the Board of Equalization.
- 16. Covenants, conditions, and restrictions as set forth in Instrument Number 3436561, as recorded in the Etowah County, Alabama Probate Office, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
- 17. All utility easements of record or as same are now situated over, along, across, or beneath subject property including but not limited to those reocrded in Book "6-C", P age 53, and Book "585", Page 37, Probate Office, Etowah County, Alabama.
- 18. Rights of way for public roads as same are now situated over, along, or across subject property.

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State of Alabama, Etowah County I certify this instrument was filedand fees collected on:

2016 July - 5 1:23PH

Instrument		3436561	Pages	3
DEI	ED .			
DEED TAX	910,00	RECORDI	NG	9.00
CERTIFICA	3,00	SCAN FE	E !	5.00
Hental He	2.00	PROBATE		3.00
Total Fees				2.00
Bobby Junkins, Judge of Probate				

4

Address of Grantor(s): 360 Son Johnson Rd. BORZ, AC 35956

Property Address: 360 SON JOHNSON ROAD BOAZ, AL 35956 Address of Grantee(s) and address for tax statement: ___360_Son Joluwon Rd. Pnaz_AL 35956

By executing this instrument, the undersigned certify that the consideration referred to herein is the total purchase price or the actual cash value of the property being conveyed and this certification is made pursuant to and in compliance with § 40-22-1, Code of Alabama 1975. The undersigned further understand that any false statement as to purchase price or actual cash value may result in the imposition of a penalty as prescribed in § 40-22-1(h) Code of Alabama, 1975.

This instrument prepared by DAVID LEE JONES, attorney, 2305 Worth St., P.O. Box 940, Guntersville, AL 35976, (256) 582-0588. Unless separately contracted, the draftsman makes no warranties as to the sufficiency of the interest conveved.

STATE OF ALABAMA - ETOWAH COUNTY

GENERAL WARRANTY DEED JOINT FOR LIFE WITH REMAINDER TO SURVIVOR

KNOW ALL MEN, in consideration of

RICHEY and husband LOYD H. RICHEY, herein GRANTOR, does hereby grant, bargain, sell and convey unto CORTNEY S. DELORME and ASHLEY M. DELORME, herein GRANTEE, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real property:

Begin at an existing 3/4" rod at the Northwest corner of the SE 1/4 of the NW 1/4, Section 15, T-10-S, R-5-East of Huntsville Meridian and run S01°34'20"W, along the West line thereof, 662.22 feet to an existing "X" in rock; thence run S01°49'12"W, along said West line, 498.19 feet to an existing "JBD" capped rebar; thence run S84°37'17"E, leaving said West line, 266.88 feet to a point on the centerline of Short Creek; thence run the following along said centerline, S14°07'52'W, 53.14 feet; S24°51'49'W, 75.04 feet; S07°58'19"W, 52.33 feet; S55°28'40"W, 73.01 feet and S18°32'04"W, 291.01 feet to a point on the Northeasterly R/W of Whitesboro Road (60' R/W); thence leaving said centerline run the following along said R/W, S60°58'28"E, 400.00 feet; S59°43'48"E, 200.00 feet; S57°05'20"E, 312.52 feet and S54°29'55"E, 532.75 feet to an existing capped rebar on the East line of the NE 1/4 of the SW 1/4; thence run N01°47'14"E, leaving said R/W and along said East line, 1004.94 feet to an existing 3/4" rod at the Southeast corner of the SE 1/4 of the NW 1/4; thence run N01°46'53"E, along the East line of the SE 1/4 of the NW 1/4, 1322.30 feet to an existing 3/4" rod at the Southeast corner of the NE 1/4 of the NW 1/4; thence run N01°46'53"E, along the Eastline of the NE 1/4 of the NW 1/4, 83.32 feet to a point on the centerline of Yellow Leaf Creek; thence leaving said East line run Northwesterly along said centerline, 843.65 feet to the intersection of the centerline of Short Creek; thence run Northerly along said Short Creek centerline 674.75 feet to a point on the South R/W of Son Johnson Road (60' R/W); thence run the following along said R/W, N83°31'27"W, 320.37 feet; N85°39'00"W, 238.75 feet; N87°30'14"W, 435.00 feet; N85°04'50'W, 356.08 feet and N85°04'50"W, 330.87 feet to an existing capped rebar on the West line of the East-Half (E 1/2) of the NW 1/4 of the NW 1/4; thence run S01°39'24"W, along said West line, 1281.89 feet to an existing "JBD" capped rebar at the Southwest corner of said E 1/2; thence run S84°43'28"E, along the South line of said E 1/2, 662.00 feet to the point of beginning. Said property being a portion of the NW 1/4 and a portion of the NE 1/4 of the SW 1/4, Etowah County, Alabama and contains 107.87 acres (more or less). And being subject to an Alabama Power Transmission Line easement.(th/36160)

This conveyance, however, is subject to the following:

A. Ad valorem taxes due October 1, 2016, which the GRANTEE agrees to pay.

B. Any valid adverse title as to minerals, oil or mining rights, easements or rights-of-way, covenants running with the land, encroachments or other matters or defects shown by a survey of the property herein conveyed.

C. A portion of property is subject to right-of-way to Cherokee Electric Cooperative recorded in Book 585, page 37, Probate Office of Etowah County, Alabama.

D. Subject to Alabama Power Transmission Line Easement.

E. Subject to Restrictive Covenants which shall run with the land and are attached hereto as Exhibit A and made a part hereof.

Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the GRANTEE, in survivorship, as aforesaid.

The GRANTOR, for itself and its heirs covenant to the GRANTEE, heirs and/or assigns, that the GRANTOR is lawfully seized in fee simple of the property conveyed herein; that the property is free from all encumbrances, unless otherwise noted above; that the GRANTOR has a good right to sell and convey the same and the GRANTOR will warrant and defend the same to the GRANTEE, heirs and/or assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hand/s and seal/s on this the 29th day of June, 2016.

STATE OF ALABAMA

ACKNOWELDGMENT FOR INDIVIDUAL

COUNTY OF MARSHALL

I, the undersigned, hereby certify that DEBORAH W. RICHEY and LOYD H. RICHEY, whose name/s is/are signed to the foregoing, and who is/are known to me, acknowledged before me on this day that, being Informed of the contents of the same, he/she/they executed the same voluntarily on the date the same bears date.

GIVEN under my hand on this the 29th day of June, 2016.

OFFICIAL SEAL FRAM MILWEE ARY PIELIC ALABAMA STATE AT LARGE Comm Frides 04-19-201 NOTARY PUBLIC MY COMMISSION EXPIRES

RESTRICTIONS

The property will be subject to the following restrictive covenants, which shall run with the land and be binding on all parties and persons claiming under them:

- 1. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to surrounding properties.
- 2. No mobile homes or mobile home parks shall be allowed on said property, only site built homes.
- 3. No commercial poultry, swine farms, or junk yards allowed on said property.
- 4. There is no prohibition imposed hereunder against further division of tracts.
- 5. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

EXHIBIT



ug. 15. 2018 10:32AM_____ETOWAH CO TAX COLLECTIONS______

Linda Barrett Vaughan

ETOWAH COUNTY REVENUE COMMISSIONER

Date: 8.15.18

Tax Year: 2018

PINN: 102512

Parcel: 31-04-05-15-0-001-007.017

Brief Legal Description:

H/S BASE YR

BEG NE COR OF NE1/4 SW1/4 TH S ALONG E LINE OF NE1/4 SW1/4

TO INT OF E LINE OF NE1/4 SW1/4 & NE ROW OF WHITESBORO RD

Property Owner: DELORME, CORTNEY S & ASHLEY M DELORME

Address: WHITESBORO ROAD

Taxes *with*/without homestead for the 2018 tax year will be an

ESTIMATED \$ 172.20

800 FORREST AVENUE, SUITE 25 GADSDEN, ALABAMA 35901

Lana Rosson (256) 549-5401 Chief Clerk-Business Personal Property

No. 1481____P. 1_

Tina Denson (256) 549-8143 Chief Mapper

Ginger Lindsey (256) 549-5382 Chief Clerk Revenue Department

Susan Roe (256) 549-5325 Chief Clerk-Tags/Titles

Charlene Suttles (256) 549-5330 Chief Clerk-Collections/Assessing



ETOWAH CO TAX COLLECTIONS

No. 1482 P. 1

Linda Barrett Vaughan

ETOWAH COUNTY REVENUE COMMISSIONER

Lana Rosson (256) 549-5401 Chief Clerk-Business Personal Property

> Tina Denson (256) 549-8143 Chief Mapper

Ginger Lindsey (256) 549-5382 Chief Clerk Revenue Department

Susan Roe (256) 549-5325 Chief Clerk-Tags/Titles

Charlene Suttles (256) 549-5330 Chief Clerk-Collections/Assessing

Sherry Edmondson (256) 549-8121 Chief Appraiser

Date: 8/15/18

Tax Year: 2018

PPIN: 3777

Parcel: 04-05-15-0-001-002.000

Brief Legal Description: BEG NW COR NE1/4 NW1/4 TH E 139 TH S 300 TH E 300 TH N 300 TO S ROW OF SON JOHNSON RD TH E'LY 520S ALONG ROW TO CREEK

Property Owner: DELORME, CORTNEY S & ASHLEY M DELORME

Address: 360 SON JOHNSON ROAD

Taxes with homestead for the 2018 tax year will be an

ESTIMATED \$ 366.23

LINDA BARRETT-VAUGHAN REVENUE COMMISSIONER

800 FORREST AVENUE, SUITE 25 GADSDEN, ALABAMA 35901

Aug. 15. 2018 10:32AM____ETOWAH CO TAX COLLECTIONS_____



Linda Barrett Vaughan

ETOWAH COUNTY REVENUE COMMISSIONER

Date: 8.15.18

Tax Year: 2018

PINN: 3778

Parcel: 31-04-05-15-0-001-003.000

Brief Legal Description:

H/S BASE YEAR -

BEG NW COR NE1/4 NW1/4 TH E 139 ALONG S ROW OF SON JOHNSON

RD TO POB TH E 300 ALONG ROW TH S 300 TH W 300 TH N 300 TO

Property Owner: DELORME, CORTNEY S & ASHLEY M DELORME

Address: 360 SON JOHNSON ROAD

Taxes with/without homestead for the 2018 tax year will be an

ESTIMATED \$ 2,996.48

800 FORREST AVENUE, SUITE 25 GADSDEN, ALABAMA 35901

Lana Rosson (256) 549-5401 Chief Clerk-Business Personal Property

No. 1481____P. 4___

Tina Denson (256) 549-8143 Chief Mapper

Ginger Lindsey (256) 549-5382 Chief Clerk Revenue Department

Susan Roe (256) 549-5325 Chief Clerk-Tags/Titles

Charlene Suttles (256) 549-5330 Chief Clerk-Collections/Assessing



ETOWAH CO TAX COLLECTOINS

No. 1483____P. 1____

Linda Burrett Vaughan

ETOWAH COUNTY REVENUE COMMISSIONER

Date: 8.15.18

Tax Year: 2018

PINN: 64072

Parcel: 31-04-05-15-0-001-004.001

Brief Legal Description:

H/S BASE YEAR

20.04 AC BEING E1/2 NW1/4 NW1/4

15-10-5

Property Owner: DELORME, CORTNEY S & ASHLEY M DELORME

Address: SON JOHNSON ROAD

Taxes *with*/without homestead for the 2018 tax year will be an

ESTIMATED \$ 284.03

800 FORREST AVENUE, SUITE 25 GADSDEN, ALABAMA 35901

Lana Rosson (256) 549-5401 Chief Clerk-Business Personal Property

> Tina Denson (256) 549-8143 Chief Mapper

Ginger Lindsey (256) 549-5382 Chief Clerk Revenue Department

Susan Roe (256) 549-5325 Chief Clerk-Tags/Titles

Charlene Suttles (256) 549-5330 Chief Clerk-Collections/Assessing



Linda Barrett Vaughan

ETOWAH COUNTY REVENUE COMMISSIONER

Date: 8.15.18

Tax Year: 2018

PINN: 3786

Parcel: 31-04-05-15-0-001-007.001

Brief Legal Description:

H/S BASE YEAR

BEG NW COR OF SE1/4 NW1/4 TH S 1160.41 ALONG W LINE OF

SE1/4 NW1/4 TH E 266.88 TO CENTER OF SHORT CREEK TH SW

Property Owner: DELORME, CORTNEY S & ASHLEY M DELORME

Address: WHITESBORO ROAD

Taxes with/without homestead for the 2018 tax year will be an

ESTIMATED \$ 470.14

800 FORREST AVENUE, SUITE 25 GADSDEN, ALABAMA 35901

Lana Rosson (256) 549-5401 Chief Clerk-Business Personal Property

_No. 1481____P. 2__

Tina Denson (256) 549-8143 Chief Mapper

Ginger Lindsey (256) 549-5382 Chief Clerk Revenue Department

Susan Roe (256) 549-5325 Chief Clerk-Tags/Titles

Charlene Suttles (256) 549-5330 Chief Clerk-Collections/Assessing

RIGHT OF WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA, ETOWAH COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Cortney Delorme and wife, Ashley Delorme of the County and State aforesaid, in consideration of the benefits accruing to us and to the public from the construction of a public road through our lands, do hereby give, grant, bargain, sell and convey unto Etowah County, its successors or assigns, a right of way hereinafter described, over and across the lands of the undersigned for a public road; to-wit:

Tract 1, Parcel 1 of 1

As shown on the Right-of-Way map of Project No. ACBRZ61375-ATRP(011) of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate of Etowah County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

A portion of the Northeast ¼ of the Northwest ¼ of Section 15, T-10-S, R-5-E of the Huntsville Meridian, Etowah County, Alabama identified as Tract 1, Parcel 1 of 1 containing 0.280 acres and being more fully described as follows:

Commence at a capped iron being the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 10, Township 10 South, Range 5 East. From said Point of Commencement run South 84° 53' 59" East a distance of 316.68' to a point on the existing 60' right-of-way of Son Johnson Road. Said point lying 30' right of centerline Station 0+00.00 of Project No. ACBRZ61375-ATRP(011)) and being the Point of Beginning of Tract 1, Parcel 1 of 1. From said Point of Beginning run North 88º 33' 09" East a distance of 169.75' to a point lying 30' right of centerline Station 1+69.75 of Project No. ACBRZ61375-ATRP(011); thence run North 88° 33' 09" East a distance of 32.42' to the PC of a curve to the right having a Radius = 5375.40, Arc Length = 202.36, Tangent = 101.19, Delta = 2° 09' 24.98", Chord Bearing = North 89° 46' 19" East, Chord Length = 202.35 to the PT of the curve; thence run South 86° 14' 02" East a distance of 306.12' to a point lying 30' right of centerline Station 7+13.40 of Project No. ACBRZ61375-ATRP(011); thence deflect right and run South 40° 05' 04" West a distance of 58.40'; thence deflect right and run North 87° 51' 49" West a distance of 57.94'; thence deflect right and run North 22° 11' 38" East a distance of 37.79'; thence deflect left and run North 87° 51' 49" West a distance of 290.65' to the PC of a curve to the left having a Radius = 4959.64, Arc Length = 167.61, Tangent = 83.81, Delta = 1° 56' 10.56", Chord Bearing = North 88" 49' 40" West, Chord Length = 167.60 to the PT of the curve; thence run along a curve to the left having a Radius = 4959.64, Arc Length = 119.23, Tangent = 59.62, Delta = 1° 22' 38.58", Chord Bearing = South 89° 30' 55" West, Chord Length = 119.27 to the PT of the curve; thence run South 88° 16' 05" West a distance of 51.27'; thence deflect right and run North 01° 11' 46" West a distance of 10.02' to the Point of Beginning.

and for and in consideration of the benefit to our property by reason of the construction of said road, we hereby release the county from all consequential damages, present or prospective to our property, arising out of the construction, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. In witness whereof, we have hereto set our hands and seals this $\frac{1}{2} \int_{-\infty}^{5^{7}} day$ of $\frac{1}{2}$

Vilnesses: w

(L.S.) Cortrey Delorme (L.S.) Ashley Delorme

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF ALABAMA ETOWAH COUNTY

I, <u>Dianne Foster</u>, a Notary Public in and for said State and County, do hereby certify that Cortney and Ashley Delorme, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the _	15+	day of May	2017
2017.		0)	

(Notary Public)

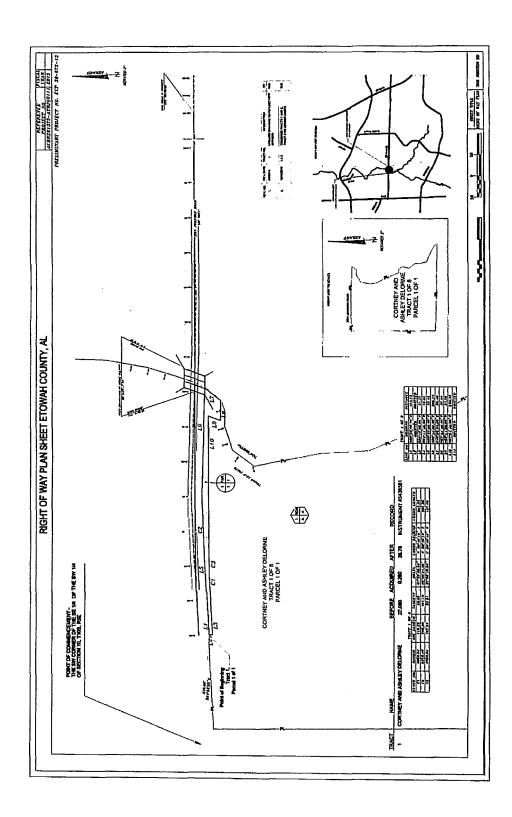
(Notary Public) Commission Cypices: 2-23-2020

State of Alabama, Etowah County I certify this instrument was filed and fees collected on:

2017 Hay - 3 4:24PH

Instrument		3450193	Pages	5 4
DEE RECORDING SCAN FEE	D 12.00 5.00	CERTIFI	ICA	4.00

PROBATE J 3.00 Total Fees ----- 26.00 Bubby Junkins, Judge of Probate



Real Estate Sales Validation Form

This Document must be filed in accordance with <u>Code of Alabama</u> 1975, Section 40-22-1.

Grantor's Name	Cortney Delorme and Ashley Del	orme Grantee's Name Etowah County
	Son Johnson Road	800 Forrest Avenue
	<u>Boaz, AL 35956</u>	Gadsden, AL 35901
Property Address	<u>Tract 1 - Son Johnson Road</u> Gadsden, AL	Date of Sale <u>May 1, 2017</u> Total Purchase Price <u>\$1,400.00</u> or Actual Value or Assessor's Market Value
	dation of documentary evidence is	n can be verified in the following documentary evidence: not required) Appraisal Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available

Date of Sale - the date on which interest to the property was conveyed

Total Purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record

Actual Value- if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property tax purposes will be used and the taxpayer will be penalized.

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty in <u>Code of Alabama 1975</u> § 40-22-1(h).

Sian

Date _____

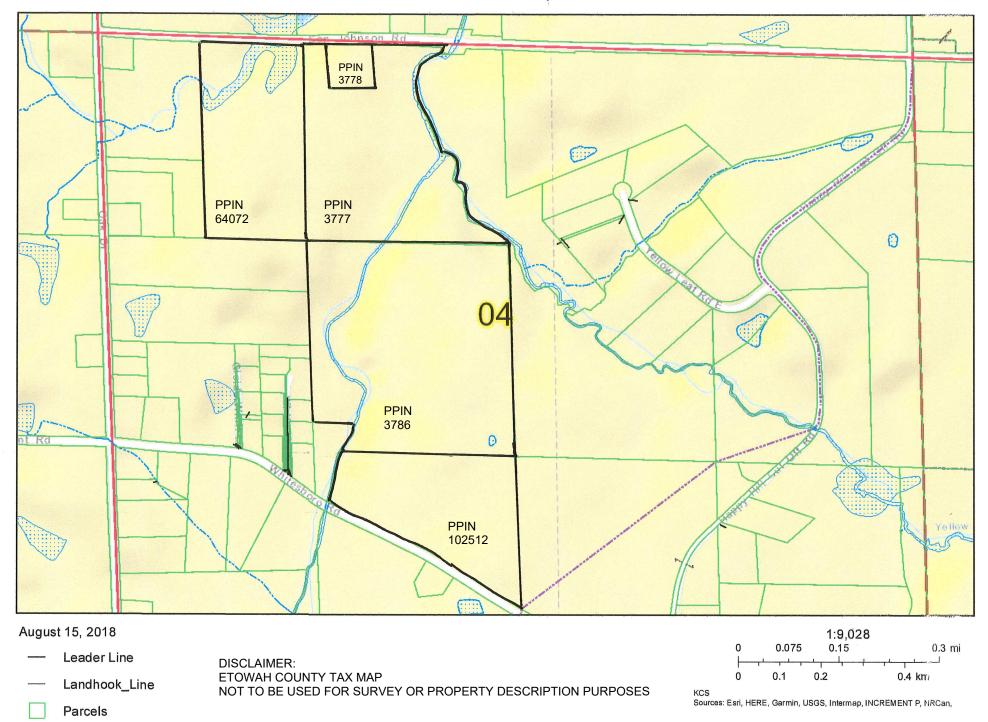
INCI

____ Unattested

(Verified by)

(Grantor/Grantee/Owner/Agent) circle one)

Viewer Map



	W.O. 128V
	ourse of the same 585 me 37
KROTH ALL I THE BY T	1353 MESETS, that for and in consideration
of the sum of one Dollar to the	ce aller
	ctric Cooperative, a corporation, the receipt hereby grant gunto the said Cherokae
Electric Cooperative, its succes	sors and assigns, the right to enter in and ibed, situated in the County of Floured
State of Alebara, 1	:0-wit:
The not of the	M. WY of Dec 15, TP, D,
& Range 5.	East
	••

:

and to construct, operate, replace, replice and caintain thereon and in and upon all roads, streets or biginarys abuilting said lards, an electric transnission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to cut and trip trees to the extent necessary to keep then clear of the electric line by at least ten feet, and to install and raintain anchors, may mires, and such other equipment or rears of reintenance of such system necessary or trager.

DE ORUTOR D. W. Allen auf wifes

Filerune Office coverants that the source (encribed land is free and clear from all encumberances and liens of thatsoever correcter except teres and essessments not yet (ue, or over the following, viz:

TO HVT 27 TO HiD unto the sale Cherchee Electric Cooperative, its successors and essigns, forever.

Et IT T TER C?, <u>Manual Manual Actions and Seals</u>, this the <u>13</u>" say of <u>Oph 19</u> \times J. <u>Or M allow</u> (L.3) S.B.Block. H.P. Idorence. allen (1...) (1.3)

4

Marshall 585 ME 38 THE STATE OF ALABAN'A . CONFER > I. EBBLA in and for said County and State, hereby certify that I Floren all 10 Shows names And signed to the foregoing conveyence, and the Add whom to re, scinculd: ed before me on this dev that, being informed of the contents of the conveyence, The executed the same voluntarily on the day the same bears date. . 5.7 Given under my hand this the 13" day of Oll, 19540 ليبي المعاجمة الأ 1.000 ************* crever of Ellert THE TRATE OF MATRIA, 1, *X* is and for said County and State, do hereby cartify that on the N 10 250 A 1945, cane baffre ce the within mered mis Harris and the trait from the histand touching are signed used in the stand touching are signed used in and the same of her an εL <u>ہ</u>یہ 32 free will and accord, and without fear, constraint or threats on the sport of the husband. In mitness whereas, I hereinto act my hand this 13 882 day of ______ , 1944 ts Blacky FFB 1 1955 Munim בדבוז _ REC EL LI FALD tet. Fea. Neg. Tax Quel Tax Re. Fea Ictal