



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Hale and Hale, PLC
TN 37064
ALTA® Universal ID: 1039502
Commitment No.: 2019-646-1
Property Address: 1025 Carlisle Lane, Franklin, TN 37064
Revision No.:

Issuing Office: 198 East Main Street, Suite 200, Franklin,

Loan ID No.:
Issuing Office File No.: 2019-646-1

SCHEDULE A

1. Commitment Date: 04/24/2019 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **TO BE DETERMINED**
Proposed Policy Amount: \$ **TO BE DETERMINED**
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:
Joseph L. Melz, an unmarried man
5. The Land is described as follows:
Property description set forth in Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:


Authorized Signatory

Kathleen Hale McClellan, License #: Title Insurance License No. 945854
Hale and Hale, PLC
Issuing Agent

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

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	<p style="text-align: center;">ALTA Commitment for Title Insurance</p> <hr/> <p>ISSUED BY</p> <p style="text-align: center;">First American Title Insurance Company</p>
<p style="text-align: center;">Schedule BI</p>	

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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. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
5. 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.


Duly authorized and executed Deed from Joseph L. Melz, an unmarried man, to TO BE DETERMINED, to be executed and recorded at closing.

6. A Deed of Trust from Joseph L. Melz to Lewis, Thomason, King Krieg & Waldrop, P.C., Trustee(s), securing an indebtedness to Alley-Cassetty Companies, Inc., in the amount of [REDACTED] dated November 1, 2016 and recorded in Book 6924, Page 549 in the official records of Williamson County Register of Deeds to be satisfied and released.
7. Williamson County property taxes for the year 2018 in the base amount of \$16,869.00 plus penalty and interest, PAST DUE AND DELINQUENT. FSSD property taxes for the year 2018 in the base amount of \$7,322.00, plus penalty and interest. PAST DUE AND DELINQUENT. City of Franklin property taxes for the year 2018 in the base amount of \$3,688.00 plus penalty and interest, PAST DUE AND DELINQUENT. Map 64, Parcel 19.07
8. Affidavit executed by current owner(s) of the insured property on a form to be supplied by the Company stating that there have been no improvements to the insured property within the past 1 year which could give rise to a construction lien and that there are no accounts or claims pending and unpaid which could constitute a lien against insured property. The affidavit will also state that affiant has no knowledge of any natural person or legal entity who has or could have a claim of right, interest or lien adverse to the Insured.
9. Affidavit executed by current owner(s) of the land described in Schedule A on a form to be supplied by the Company which shall include, but not be limited to, a certification that (1) there are no parties in possession of the land described in Schedule A, other than the current owners; (2) no bankruptcy proceedings in any federal court, federal tax liens, state tax liens and/or judgments have been or are being filed against the owner(s); (3) there are no liens for

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Schedule BI	

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SCHEDULE B, PART I
Requirements (Continued)

past due taxes of any nature or any unpaid assessments of any kind; (4) there are no financing statements and no outstanding indebtedness for equipment, appliances or other fixtures attached to the land described in Schedule A; and (5) there are no matters existing, at the time of the delivery of any deed contemplated herein, which would adversely affect the ability of the owner(s) to mortgage or convey the land described in Schedule A.


10. Execution and delivery of Notice of Availability of Title Insurance to Purchaser/Mortgagor.
11. NOTE: Commitment shall be amended upon determination of the purchase price and proposed insured.
12. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed by and between the Company, the applicant for this Commitment, and every person relying on this Commitment, that the Company cannot be required to approve any such evaluation in excess of \$1,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.
13. The name(s) of the Proposed Insured under the Policy must be furnished in order that this Commitment may become effective. The Company reserves the right to make such additional requirements as it may deem necessary.

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Schedule BII	

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.


The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land and not shown by the Public Records.
5. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable. Map 64, Parcel 19.07
8. Williamson County property taxes for the year 2018 in the base amount of \$16,869.00 plus penalty and interest, PAST DUE AND DELINQUENT. FSSD property taxes for the year 2018 in the base amount of \$7,322.00, plus penalty and interest. PAST DUE AND DELINQUENT. City of Franklin property taxes for the year 2018 in the base amount of \$3,688.00 plus penalty and interest, PAST DUE AND DELINQUENT. Map 64, Parcel 19.07

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**SCHEDULE B, PART II
Exceptions (Continued)**

9. Said property has been classified by the Tax Assessor's Office to be Agricultural and under the provisions of TCA 67-5-1001, et seq., may be subject to Roll-Back Tax.
10. Deed of Trust from Joseph L. Melz to Lewis Thomason, King, Krieg & Waldrop, P.C. for the benefit of Alley-Cassette Companies, Inc. recorded on November 1, 2016 in Book 6924, Page 549 in the official records of Register's Office for Williamson County, Tennessee, securing a note in the original principal sum of [REDACTED] and other obligations described therein.
11. Application for Greenbelt Assessment of record in Book 7027, page 750, Register's Office for Williamson County, Tennessee.
12. Easements to Middle Tennessee Electric Membership Corporation of record in Book 1995, page 340; Book 3127, page 227 and Book 7280, page 760, Register's Office for Williamson County, Tennessee.
13. Gas Line Easement of record in Book 2753, page 548, Register's Office for Williamson County, Tennessee.
14. No insurance is afforded as to the exact amount of acreage contained in the herein described property.

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Exhibit A

Commitment No.: 2019-646-1

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

Beginning at an iron pin found (IPF) on the northerly right of way of Tennessee Highway 96 at the southeasterly corner of Walter Carlisle as recorded in Deed Book 1503, page 299, R.O.W.C.; thence leaving said highway and with Carlisle, N 06° 09' 00" E, 1,965.05' to an IPF on the southerly right of way of Old Charlotte Road; thence leaving Carlisle and with said right of way the following calls: N 67° 53' 06" E, 69.75' to a point; N 69° 57' 27" E, 214.66' to an IPF; N 86° 20' 43" E, 261.21' to a point; S 89° 46' 15" E, 522.54' to an IPF at the intersection of the southerly right of way of Old Charlotte Road and the westerly right of way of Carlisle Lane; thence leaving Old Charlotte Road and with the westerly right of way of Carlisle Lane the following calls: S 12° 02' 53" W, 720.25' to a point; S 11° 39' 00" W, 236.89 to a point; S 7° 37' 41" W, 871.25' to an IPF; N 85° 19' 16" W, 18.05' to a concrete monument found (CMF); with a curve to the right, said curve having a radius of 685.20' a length of 336.64' and a chord bearing and distance of S 19° 39' 16" W, 333.26' to an IPF; S 62° 22' 48" W, 84.27' to a CMF on the northerly right of way Tennessee Highway 96; thence leaving Carlisle Lane and with said right of way, N 87° 43' 33" W, 749.20 to the point of beginning. Containing 44.85 acres, more or less, as surveyed by Arrowhead Survey on December 2, 1998.

To be excepted and excluded from the above description is the following tract:

Beginning at an iron pin found (IPF) on the northerly right of way of Tennessee Highway 96 at the southeasterly corner of Walter Carlisle as recorded in Deed Book 1503, page 299, R.O.W.C.; thence leaving said highway and with Carlisle, N 06° 09' 00" E, 1,001.41' to an iron pin set (IFS); thence leaving said Carlisle and with a new line severing the lands of Tomlinson Fort as recorded in Deed Book 1200, page 95, R.O.W.C., S 83° 51' 00" E 928.35' to an IPS in the westerly right of way of Carlisle Lane; thence with said right of way the following calls: S 7° 37' 41" W, 579.61' to an IPF; N 85° 19' 16" W 18.05' to a concrete monument found (CMF); with a curve to the right, said curve having a radius of 685.20', a length of 336.64', and a chord bearing and distance of S 19° 39' 16" W, 333.26' to an IPF; S 62° 22' 48" W, 84.27' to a CMF on the northerly right of way of said Highway 96; thence leaving Carlisle Lane and with said right of way, N 87° 43' 33" W, 749.20' to the point of beginning. Containing 20.01 acres, more or less, as surveyed by Arrowhead Survey on December 2, 1998.

Being the same property conveyed to Joseph Melz and Sandra Melz by Warranty Deed from Tomlinson Fort, married, dated August 30, 2002, of record in Book 2558, page 951, Register's Office for Williamson County, Tennessee. The said Sandra Melz having since conveyed her interest in the property by Quitclaim Deed to Joseph L. Melz, dated November 1, 2016, of record in Book 6924, page 546, Register's Office for Williamson County, Tennessee.