



Gary W. Dodson
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August 25, 2020

Sam Tays
Tays Realty & Auction, LLC
620 Maxwell Street
Cookeville, TN. 38501

RE: Title Opinion on Real Estate titled to Addean Smith

Dear Mr. Tays:

PURSUANT to your request this is to advise that I have made an investigation into the record title to certain lands situated in the Fourth (4th) Civil District of White County, Tennessee as described in a deed to Arvil D. Smith and wife Addean Smith from R. R. Eldridge and wife Georgia Ann Eldridge lodged of record in Warranty Deed Book 186, page 709, in the Register's Office of White County, Tennessee executed June 15, 1949 but not recorded until November 20, 1984. This document is the last recorded document affecting title covering the period thirty-five (35) years preceding August 25, 2020, at 8:00 a.m. At her death on July 18, 2019, Addean Smith was the sole owner of this real property by virtue of surviving her husband Arvil Smith who died December 19, 1993.

My investigation is limited to a search of the index books and/or computer index in the office of the Register of Deeds for the county in which the property is situated, and NOT THE "NOTEBOOK"; consequently, I do not assume liability or responsibility for any discrepancy such as a document being noted of record in the "Notebooks", but not appearing of record in the index books and/or computer records.

MY INVESTIGATION reveals that said lands are owned as of this date by legal heirs of Addean Smith, those appearing from obituary information to be Charlotte Holman, Shelley Dodson, Royce Smith, Rebecca Adcock, Jane Strickland and Ron Smith. Good and marketable title to this real property is subject only to the following:

EXCEPTIONS:

1. This title report does not make any representation with regard to the following: (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens; (g) accuracy of the index books and computer index of the Register's Office for the County and State said lands are situated; (h) any matter not of public record which would be revealed by an accurate survey or inspection of the premises; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of parties; (m) improprieties with regard to delivery of deed; (n) marital rights (spouse or former spouse of past owners not revealed in the instrument); (o) any instrument executed by a minor; (p) lack of corporate capacity in the event a corporation is in the chain of title; (q) any facts that would be revealed by an examination of the records of the State Courts and Probate Courts, Federal District Court, Bankruptcy Courts; (r) any questions of security interests or liens under the UNIFORM COMMERCIAL CODE; (s) any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or the effect of any violation of any such law, ordinance or governmental regulation; (t) the effect of foreclosure proceedings under any mortgage, deed of trust, vendor's lien or installment deed listed in the chain of title; (u) the validity of any prior transfer that was subject to the "Bulk Transfer" law; (v) any claim or allegation in any bankruptcy proceeding or otherwise that any deed in the chain of title was a fraudulent transfer, whether same be a deed of conveyance, foreclosure, or a deed in lieu of foreclosure, within one year from the vesting in the present owner; (w) any claim of any Trustee in bankruptcy filed by any Grantor herein, notice of such filing in bankruptcy not being recorded in the Register's Office for the county of location of the realty, or of which the parties, including the undersigned, had no actual notice; (x) any claimed liability for a clean-up of any hazardous and/or toxic waste, materials or condition upon the subject premises.

These items listed under paragraph one (1) are matters which would not be revealed by an examination of the records of the Register's Office of the County and State in which the realty is situated, and, therefore, matters in which I have no means of securing the necessary information. The matters under one (1) (a), (b), (c), (d), and (e) could be protected against by an accurate survey by a qualified licensed surveyor. Item one (1) (f), unrecorded liens, could be guarded against by an inspection of the premises for new improvements, and if such appears to have been present, the utilization of the notice of completion and waiting ten (10) days to close any transaction as per TENNESSEE CODE ANNOTATED Section 66-11-143, *et seq.* Paragraph one (1) (g) through (r) and (t) may be insured against by the utilization of title insurance. Item (1) (t) may also be guarded against by contacting the mortgage holder and thereby securing information regarding the lien.

2. Subject to the fees, rules and regulations of the County Zoning Authority, the Public Health Department and County Water and Sewer Authority as interpreted and administered by said authorities.

3. Subject to all Governmental rules and regulations and all public utility and private easements and rights-of-way, whether shown of record or ascertainable by a visual inspection of the premises.

4. Subject to obtaining a TennCare Release from the State of Tennessee to release the estate from any claim of nursing home benefits that might have been paid for the benefit of the decedent by the State of Tennessee. No estate was opened for Addean Smith, but since her date of death was more than one-year past, any other possible claim (other than TennCare) against the estate has expired and is time-barred.

5. Subject to any recorded or unrecorded mineral rights.

6. Subject to any cemeteries or grave sites which may be located on the property.

7. 2019 County Property Taxes as shown on Tax Map 12, Parcel 060.00, in the amount of \$830.00 are paid. 2020 County property taxes will become due and payable without interest penalty from October 1, 2020 through February 28, 2021. This property is presently assessed under the Greenbelt Law (T.C.A. Section 67-5-1001 et seq.) and this property is subject to roll-back taxes if the property is not re-enrolled in Greenbelt.

8. Subject to a Boundary Line Agreement found of record in Warranty Deed Book 186, page 971, in Register's Office of White County, Tennessee establishing boundaries between this parcel owned by Arvil Smith and Addean Smith and the Bernice Geer property as described in Warranty Deed Book 153, Page 099 and the Larry Wayne Geer et ux property as described in Warranty Deed Book 153, Page 461, Register's Office of White County, Tennessee.

9. Subject to obtaining a good and current survey of the property. The most recent description of the property of record is contained in the deed to Arvil Smith and wife Addean Smith which was executed June 15, 1949.

Subject to the above exceptions, it is my opinion that said owners have good and marketable title thereto.

This opinion is written for the exclusive use of the addressee above, and the undersigned shall not be responsible to any other person relying on it for any purpose. No opinion is rendered as to the validity, legal effect, enforceability or priority of any matter herein shown. This opinion is subject to accuracy of the indexes to the public and tax records. Also, if applicable, this opinion is subject to the accuracy of the information provided by any computer data.

With regards,


Gary W. Dodson



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Attorney At Law

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Sparta, Tennessee 38583

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September 29, 2020

Sam Tays
Tays Realty & Auction, LLC
620 Maxwell Street
Cookeville, TN. 38501

RE: Final Title Opinion on Real Estate titled to Addean Smith

Dear Mr. Tays:

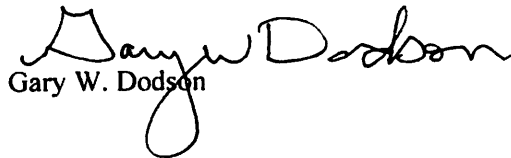
I have made a final investigation to the above referenced described in a preliminary title opinion dated August 25, 2020. The following changes in the status of the property have taken place since the date of the preliminary search.

1. A TennCareRelease has been obtained from the State of Tennessee Division of TennCare, a copy of which is attached hereto.
2. The 2020 White County property tax rate has now been set, and the amount of taxes due for the year 2020 is \$1013 which become due and payable without interest penalty from October 1, 2020 through February 28, 2021.

ALL OTHER EXCEPTIONS mentioned in the preliminary title opinion dated as set forth hereinabove are still exceptions at this time.

THIS OPINION is subject to the accuracy of the indices to the public and tax records.

With regards,


Gary W. Dodson

This Instrument was prepared by Jack Franklin,
Attorney at Law, Sparta, Tennessee

BOUNDARY LINE AGREEMENT

This Agreement made on this 4th day of January,
¹⁹⁸⁵
~~1984~~, between William L. Geer and wife, Bernice M. Geer, herein-
after referred to as first parties, Larry Wayne Geer and wife,
Barbara Geer, hereinafter referred to as second parties, and
Arvil D. Smith and wife, Addeane Smith, hereinafter referred to
as third parties:

WHEREAS, first parties and second parties are the
owners of tracts of land acquired by warranty deeds of record
in Warranty Deed Book No. 153, page 099, and Warranty Deed
Book No. 153, page 461, respectively, lying immediately west
of the premises of the third parties acquired by warranty deed
of record in Warranty Deed Book No. 186, page 709, in the Fourth
Civil District of White County, Tennessee; and

WHEREAS, the third parties represent and warrant
that they are the owners of that certain tract of land lying
immediately east of the premises of the first parties and
the second parties in the Fourth Civil District of White County,
Tennessee; and

WHEREAS, the parties desire to ascertain and fix
the location of the boundary line between their premises:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the parties accept and confirm the following
surveyed description as showing the location and course of the
true boundary line between their respective premises:

Located in the Fourth Civil District of White
County, Tennessee, and beginning at a stone in
the corner of a fence in the North margin of the
Davis Road S 21°-50'-35" E 150.6 feet from the
Northeast corner of Larry Geers' brick house,
being the Southeast corner of the Larry Wayne
Geer property and/or the Southwest corner of
the Arvil D. Smith farm; thence leaving said
road with the East line of Larry Geer and/or
the Western line of Arvil D. Smith N 06°-54'-20"E
202 feet to a channel iron in the fence being
the Northeast corner of Larry Geer and/or the
Southeast corner of William L. Geer; thence
continuing with the fence being the Western
line of Smith and the Eastern line of William

RECEIVED

JAN. 4 1985

DOUGLAS HANSON
RECORDS OF DEEDS

AMOUNT _____ BOOK 126 PAGE 971
MAP NO. _____ GROUP _____ PARCEL _____
DATE RECORDED 15 1985

INDEXED

DIRECT (✓)

REVERSE (✓)

Geer N 07°-09'-30" E 1818.3 feet to a stone in the corner of the fence at the South margin of the county road east of the William Geer drive, being N 42°-57'-15" E 424.9 feet from the Southeast corner of the William L. Geer house.

NOTE: An in-phase line of S 00°-38'-30" W 1554 feet exists as a portion of the tie line between the Southeast corner of the William Geer house and the Northeast corner of the Larry Geer house.

2. That the parties hereby remise and release each other of and from all and all manner of action and actions, cause and causes of action, suits, debts, claims, controversies, trespasses, damages, not arising under, or by virtue of, this instrument.

Witness our hands on this the day and date first above written.

William L. Geer
WILLIAM L. GEER, First Party

Bernice M. Geer
BERNICE M. GEER, First Party

Larry W. Geer
LARRY WAYNE GEER, Second Party

Barbara J. Geer
BARBARA GEER, Second Party

Arvil D. Smith
ARVIL D. SMITH, Third Party

Addeane Smith
ADDEANE SMITH, Third Party

STATE OF TENNESSEE, WHITE COUNTY
The foregoing instrument and certificate were noted in
Note Book 11, Page 125 at 11:26 o'clock AM
15 1985 and recorded in Book 126
Page 971 State Tax Paid \$ Fee Record-
ing Fee Total \$ 2.00
Witness My hand,
Receipt No. 10228

Jasper Hester
Register of Deeds for White County

STATE OF TENNESSEE
COUNTY OF WHITE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainors, WILLIAM L. GEER and wife, BERNICE M. GEER, LARRY WAYNE GEER and wife, BARBARA GEER, and ARVIL D. SMITH and wife, ADDEANE SMITH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in 1985
Sparta, Tennessee, on this the 11th day of August, 1984.

Diane W. Calkins
NOTARY PUBLIC

My commission expires: August 11, 1985