## Lynn Omohundro

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May 5, 2025

Mr. Cameron Nixon Tays Realty & Auction 620 Maxwell Street Cookeville, TN 38501

> RE: Property of the Estate of Bobby W. Cope Map 0581, Group B, Parcel 16.00 White County, Tennessee

## Dear Cameron:

We have made an examination of the public records of White County, Tennessee, relative to a certain tract in the First Civil District of said county, belonging to the Estate of Bobby W. Cope. This being the same property conveyed to Bobby Cope and wife, Joyce Cope, who predeceased him, by Warranty Deed, from Dennis Griffin and wife Jane Griffin, dated 09/22/1970 and recorded 09/23/1970 in Warranty Deed Book 133, page 715, by Warranty Deed Book from John M. Sims and wife, Josephine T. Sims, dated 05/23/1980 and recorded 05/28/1981 in Warranty Deed Book 177, Page 059, and by Warranty Deed, from Houston Boyd, dated and recorded 01/17/1975, in Warranty Deed Book 152, page 217, all in the Register's Office for White County, Tennessee. This examination covers a period of thirty (30) years ending on March 8, 2024 at 8:00 a.m.

## **ENCUMBRANCES**: None.

TAXES: 2024 taxes, in the amount of \$830.00, are paid. 2025 taxes, and subsequent taxes are a lien, but not yet due and payable. Green Belt Application of record in Miscellaneous Book 62, Page 155, in the Register's Office for White County, Tennessee. The Green Belt status of this property will be revoked if the property is transferred and the new owner does not apply for Green Belt Classification. In such case, or if the transfer of this property or buyer's use thereof results in a loss of Green Belt eligibility, a lien will attach to the property until such time as the "roll-back" taxes are paid.

**RESTRICTIVE COVENANTS:** None.

JUDGMENTS: None.

RIGHTS-OF-WAY: None.

## **EXCEPTIONS:**

- 1. General and special taxes for the year 2025 and subsequent years.
- 2. Mechanics' and materialmen's lien claims which do not appear of record.
- 3. Any unrecorded rights of way and easements; any discrepancies, conflicts, encroachments or shortages of area and boundaries which a correct survey would show; and any other matters affecting the property which are not of public record or are not consistent with the normal chain of title.
  - 4. Any matter which would require visual inspection of the property.
  - 5. Rights and claims of parties in possession adverse to the owners.
  - 6. Utility easements, recorded or unrecorded.
- 7. Accuracy of the tax records in the office of the Trustee and the Clerk and Master; and accuracy of the indexes in the Register's Office and all other County or City Offices.
  - 8. Usury or claims of usury.
- 9. Liability arising out of any consumer credit protection, Truth-In-Lending or similar law.
- 10. Failure on the part of the Seller to disclose in writing the existence of lead based paint or other lead based fixtures or improvements in the demised premises, and failure on the part of the Seller to disclose latent or patent defects in the premises which are known or should have been known to Seller.
- 11. Subject to compliance with all Federal, State or County laws or regulations which might apply.
- 12. Any federal litigation which affects or may affect, directly or indirectly, the title to the property.
- 13. Any and all matters which are not of public record in the County in which the real estate lies.
- 14. Any and all matters arising out of procedural imperfections of past foreclosures on the property.

It is our opinion, therefore, that the Estate of Bobby W. Cope holds record title to the property described herein, that the property is covered by Greenbelt and may be subject to "rollback" taxes, that the 2023 taxes are paid, and that the 2024 and subsequent years taxes are a lien, but not yet due and payable.

Mr. Cameron Nixon May 5, 2025 Page Three

The opinion rendered herewith is for the sole and exclusive benefit of the lender to which this opinion is addressed. This opinion covers only the status of the title for the period of time hereinbefore stated and is subject to all of the limitations and exceptions herein stated. The opinion applies only to the loan and renewals of such loan for which this opinion was procured. I will not take action to cure any defects or liens until the lending institution to which this letter is addressed has incurred an actual loss because of such defects or liens and then only if such liens or defects are apparent in the time period covered by this search and should have been discovered by me and are not covered by the other exclusions herein.

With best regards, I am

Very truly yours.

ynn Omohundro

LO/kld