



Jere N. McCulloch
(1973 - 2013)

Robert Rochelle
Jo Ann "Jody" Aulds
David B. Foutch
Alan Poindexter
Gregory S. Gill
T. Price Thompson, III
Byron M. Gill
Jason G. Denton
Matthew H. Ryan
Debra L. Dishmon
Brett Rozell
Jacob L. Perry
Elliott M. Benson

THIS IS TO ADVISE you that we have caused to be made a careful examination of the public records of WILSON County, Tennessee, as indexed, as the same relates to that parcel of real estate situated in the 21st Civil District of WILSON County, Tennessee, and more particularly described as follows:

TRACT I:

Land located in the 21st Civil District of WILSON County, Tennessee, and being known and designated as all of Lot No.16 and Lot No. 23 of Holloway Estates Subdivision, as shown on the plat of record in Plat Book 9, Page 4, in the Register's Office for Wilson County, Tennessee, to which plat specific reference is hereby made for a more particular description of said property.

TRACT II:

Land located in the 21st Civil District of WILSON County, Tennessee, and being known and designated as Lot No. 24, containing 2.29 acres, more or less, as shown on the survey entitled, "Boundary Survey of the William David Marks Property", as prepared by Paul B. Crockett, TNRLS No. 1394, Crockett Surveying, 427 Park Avenue, Lebanon, Tennessee, 37087, dated November 8, 2019, and of record in Plat Book 29, Page 946, in the Register's Office for Wilson County, Tennessee, to which plat specific reference is hereby made for a more particular description of said property.

This examination commences with the year 2001 and was made as of the 7th day of July, 2021 at 7:00 A.M. and in our opinion good fee simple title as of the date of such examination, was vested in **JAY HAYDEN WHITE and ALEX COMER**, by virtue of a Warranty Deed from **MARY ELLEN MARKS MULLINS, EXECUTRIX OF THE ESTATE OF WILLIAM DAVID MARKS, MARY ELLEN MARKS MULLINS, JULIE ANN MARKS FORSYTH, and JAMES DAVID MARKS**, dated November 15, 2019, and of record in Book 1921, Page 1334, in the Register's Office for said county, subject to the following:

I. TAXES:

County taxes for the year 2021 are a lien, not yet due and payable; County taxes for the year 2020 are PAID in the amount of \$238.00.

Map 103, Parcel 009.00

II. RESTRICTIONS, CONDITIONS, AND EASEMENTS:

- a. Subject to any and all matters as shown on the plat of record in Plat Book 29, Page 946 and Plat Book 9, Page 4.
- b. Restrictive covenants, conditions, easements and charges, of record in Trust Deed Book 294, Page 92, but omitting any covenant or restrictions based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 307 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

III. DEEDS OF TRUST AND/OR INSTALLMENT DEED LIENS:

- a. None found of record.

IV. OTHER:

- a. None found of record.

V. This title opinion does not make any representation with regard to:

- a. any parties in possession
- b. deficiencies in quantities of land
- c. boundary line disputes
- d. locations of roadways or rights-of-way
- e. any unrecorded easements and/or rights-of-way
- f. locations of improvements
- g. any unrecorded liens
- h. accuracy of the index books of said Register's Office
- i. any matter not of public record which would be disclosed by an accurate survey or inspection of the premises
- j. any undisclosed heirs
- k. any fraud or forgery in connection with any of the instruments in the chain of title
- l. mental incompetence
- m. confusion with regard to the name or proper identity of the parties
- n. improprieties with regard to delivery of deed
- o. marital rights (spouse or former spouse of past owners not revealed in the instrument)
- p. any instrument executed by a minor
- q. lack of corporate capacity in the event a corporation is in the chain of title
- r. any Federal or State estate taxes which might be due as a result of the failure to file an estate tax return or the filing of a fraudulent tax return
- s. any Federal, State, municipal, county or other lien or claim of any nature arising from use or condition of property in relation to toxic, hazardous, chemical or dangerous material.

These items listed under Item V are matters that would not be revealed by an examination of the records of said Register's Office, and, therefore, matters in which we have no means of securing the necessary information.

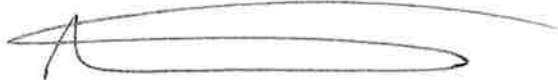
1. The matters under (a), (b), (c), (d), (e) and (f) could be protected against by an accurate survey by a qualified licensed surveyor.
2. Item (g), unrecorded liens, could be guarded against by inspection of the premises for new improvements, and if such appear to have been present, the utilization of the notice of completion and waiting ten (10) days to close as per TCA Section 66-11-143, et seq.
3. The remaining items listed under Item V, (h) through (s), may be insured against by the utilization of title insurance; and should you desire more information in that regard, we would be pleased to discuss same with you and our position, if you desire, to arrange for title insurance to be secured.

Further excluded from this opinion letter are any matters with regard to any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting, regulating or prohibiting the occupancy or use of the land, or regulating the improvements now or hereafter erected on the land, or the effect of any violation of any such law, ordinance or governmental regulation.

Any insolvency proceedings in either State or Federal court are also excluded from this opinion letter.

Liability for this title opinion letter is limited to the amount paid therefore.

This title examination is issued for the sole use and benefit of **AGEE & JOHNSON REALTY AND AUCTION, INC.**, who is not authorized to furnish copies of this opinion to any party, represent to any party the contents thereof, or allow any other party to rely on this opinion letter.



ROCHELLE, McCULLOCH & AULDS, P.L.L.C.
Attorneys at Law

21-1257

Filed for record Mar 3, 1972
at 11:20 o'clock AM.

Filed in Note Book 17 Page # 144

Recorded in T.D Book # 294 Page # 92

in the Registrar's Office, for
Madison County, Tennessee.

On this 3rd day of Mar 19 72

Margaret J. Trice Registrar

By _____ Dep. Reg.

RESTRICTIONS ON HOLLOWAY ESTATES SUBDIVISION

We, W. C. Marks and Robert L. Martin, being the owners of Holloway Estates Subdivision and all lots therein, located in the 21st Civil District of Wilson County, Tennessee, plat of which is of record in Plat Book 9, Page 4, Register's Office of Wilson County, Tennessee, being desirous of protecting property values and residents of said subdivision, and being desirous of providing uniformity in construction, with minimum standards of construction, do hereby fix and declare the following restrictive covenants upon said subdivision and the various lots therein, said lots being numbered consecutively from 1 to 23, inclusive.

Said lots shall be used for residential purposes only.

No residence shall be erected other than a dwelling designed for either one or two families, and such dwelling house shall not exceed two stories in height.

A garage may be erected, however, same must be attached to existing building and then it shall be erected only in keeping with and pursuant to the regulations of the Wilson County Planning Commission.

The plat of said subdivision sets forth building setback lines, and such setback lines shall be complied with in connection with all construction. Rules or ordinances of the Wilson County Planning Commission shall control with respect to the location of buildings as related to lot lines.

No single family dwelling shall contain less than 1,350 square feet of livable floor space, exclusive of breezeways, porches, garages and basements. The owners expressly reserve to themselves, however, the right and privilege of changing the area of livable floor space required as to any lots still owned by them at the time of such change, either increasing or decreasing the number of square feet of livable floor space required, except, however, in no event shall the livable floor space for a 1-family dwelling be reduced below 1,200 square feet. This privilege of changing these restrictions applies to and is limited only to us, the said W. C. Marks and Robert L. Martin, as the present owners of said property, and the same does not apply to any purchaser or owner of a lot or lots in said subdivision.

In the case of a 2-family dwelling, the apartments shall have not less than 1,000 square feet of livable floor space each (a minimum of 2,000 feet for the entire structure). The said W. C. Marks and Robert L. Martin reserve the right to themselves to either increase or decrease the livable floor space in such 2-family dwellings as to any lots which may still be owned by them at the time of such change, provided the same shall not be reduced below 1,750 square feet per lot.

No lot shall be subdivided or combined with any other lot for the purpose of erecting more than one dwelling thereon, the total number of dwellings which can be erected in said subdivision being limited to twenty-four, that is, one for each lot. However, nothing herein shall prevent the combining of two or more lots, or parts thereof, for the purpose of erecting a single dwelling thereon.

No trade or business of any description shall be conducted from or upon any lot, or from any structure erected on any lot.

The harboring of swine, fowls, cattle, and goats and other domesticated or wild animals other than those normally considered as pets is hereby prohibited.

The outside walls of the building shall be of at least 75% stone or brick, with the same extending to grade. There shall be no exposed block, concrete or plaster foundation, but the same shall be bricked to grade.

No garage apartment, tent, shack, barn or temporary structure of any kind shall be erected or allowed to remain upon any lot.

No residence or other building shall be moved upon any lot in said subdivision unless the construction thereof meets requirements otherwise imposed by these restrictions.

No signs of any advertising nature shall be permitted on any lot or building. However, signs may be erected by the developers of the subdivision during the development and sale thereof, and an owner desiring to sell his house may erect a small sign of the customary type on his premises advertising such sale.

The materials, arrangements and general construction of each building and the facilities installed therein shall equal or exceed minimum property requirements for one and two family dwellings, as set forth and required by the Federal Housing

Administration, or its successor federal agency in force in Tennessee at the time of construction.

Said subdivision shall conform to existing zoning and subdivision regulations, as applied by local authorities, whenever the same are more restrictive than these covenants.

These restrictions shall not be construed to prevent the construction of a fence or wall up to and against side and rear lot lines. However, no fence or wall of any kind shall be erected or placed nearer to the front of any lot than the minimum building setback lines herein provided for. On a corner lot, a fence or wall may be erected adjacent to the side street lot line, provided the same shall not extend toward the front lot line beyond the back wall of the residence.

Nothing shall be done upon any lot which may constitute a nuisance.

No excavations of any sort shall be permitted on any lot other than such as are necessary and proper in connection with construction.

No garbage or other waste shall be placed upon or allowed to accumulate upon any lot. All lots shall be kept in a clean and sanitary condition, and weeds and grass shall be regularly mowed and the lots kept in a presentable condition.

No fence, hedge or shrubbery plantings shall obstruct sight lines, and elevations between two and six feet above the street level ^{shall} ~~shall~~ be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and the line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines, if extended. The same sight line limitation shall apply on any lot other than a corner lot within ten feet from the intersection of a street property line with the edge of the driveway serving the particular lot. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent the obstruction of such sight line.

These covenants and agreements shall constitute covenants running with the land, and shall be binding on all parties hereto and on all parties claiming under them for a period expiring January 1, 1990, at which time, said covenants shall be automatically renewed and extended for successive periods of ten years, unless by vote of a majority

of the persons who are then owners of said lots it is agreed to change or modify these covenants in whole or in part.

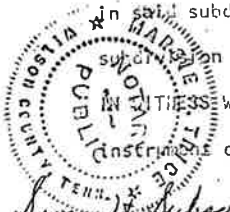
If the parties hereto, or any of them, or their heirs, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning a lot in said subdivisions, or having any interest therein, to prosecute any proceedings at law or in equity against the person so violating or attempting to violate these covenants, and to either thereby prevent such violation, or to recover damages thereof, or both.

The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions; all of which remaining provisions shall continue in full force and effect. In the event the condition of these covenants shall be at variance with the restrictions or requirements set forth upon the face of the plat of said subdivision, then such variation is hereby declared an error in these restrictions, and the provisions of the plat shall control.

Reference is here made to the plat of said subdivision and all data and material set forth therein is hereby incorporated as a part of these restrictions by reference.

The restrictions pertaining to the minimum livable floor space required in residences may be changed by us, the said W. C. Marks and Robert L. Martin, to the extent hereinabove provided for by recording a written instrument, signed and acknowledged by us, the said W.C. Marks and Robert L. Martin (or by our heirs or representatives in the event either or both of us should be deceased). Other changes may be made in these restrictions by an instrument in writing, signed and acknowledged by us, the said W. C. Marks and Robert L. Martin (or by our heirs or representatives if either or both of us should be deceased) and by the owners of record of at least 60% of the lots in said subdivision, and additional restrictions may be placed upon the lots in said subdivision in the same manner.

IN WITNESS WHEREOF, we, the said W. C. Marks and Robert L. Martin, have executed this instrument on this 3 day of March 72



Subscribed to before me this 3rd March, 1972.
My Comm. Expires 8-9-75
W. C. Marks, Notary Public

W. C. Marks
Robert L. Martin

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 10
W.C. Marks
Robert L. Martin
OWNER

CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES

I HEREBY CERTIFY: (1) THAT STREETS, UTILITIES AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY OR COUNTY SPECIFICATIONS IN THE SUBDIVISION ENTITLED:

OR (2) THAT A SECURITY BOND IN THE AMOUNT OF \$ _____ HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE Mar 2 1972
Ray Smith
CITY ENGINEER ROAD ENGINEER
 OR OTHER APPROVING AGENT

CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEMS

I HEREBY CERTIFY THAT THE SEWAGE DISPOSAL UTILITY SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION, IN THE SUBDIVISION PLAN ENTITLED: Holloway Ets FULLY MEET THE REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.

DATE 3-2 1972
Jerry L. Smith
County Health Officer or his
 Authorized Representative
 Wilson Co. Health Dept.

CERTIFICATE OF APPROVAL FOR RECORDING

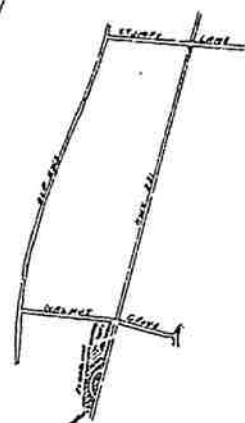
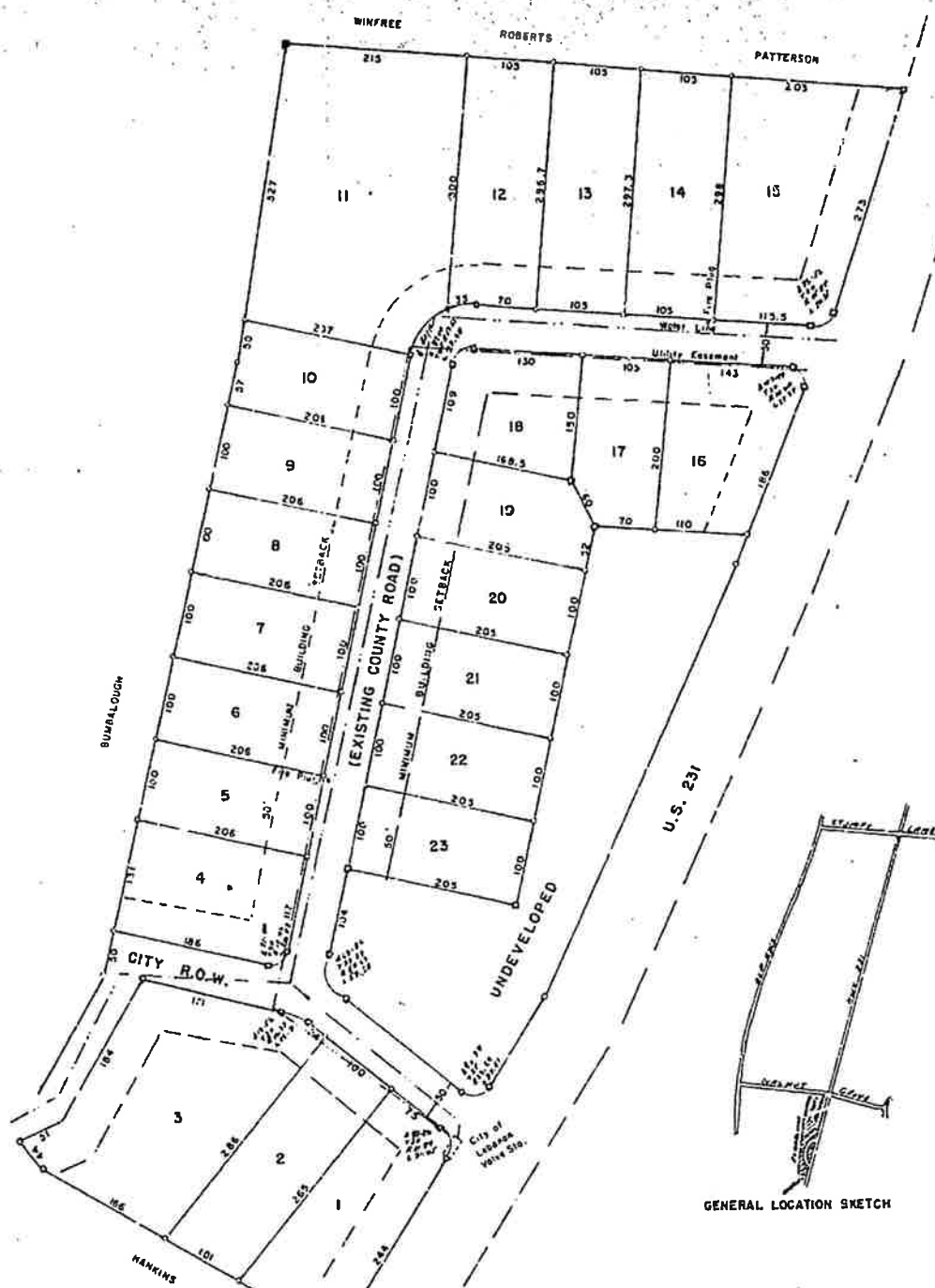
I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR _____ COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE 3-3 1972
Wanda Howard
Secretary, Planning Commission

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE _____ COUNTY, TENNESSEE, REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE COUNTY ROAD COMMISSIONER.

DATE Jan 27 1972
[Signature]
REGISTERED ENGINEER OR SURVEYOR



Filed for record Mar 3 1972
 at 11:15 O'clock AM
 Noted in Note Book 17 Page # 144
 Recorded in Plan Book #9 Page # 4
 in the Register's Office, for
 Wilson County, Tennessee.
 On this 3rd day of Mar 1972
Margie L. Davis Register
 by _____

HOLLOWAY ESTATES
 21ST. CIVIL DIST. WILSON CO., TENN.
 W.C. MARKS OWNER & DEVELOPER
 ROBERT L. MARTIN
 JAN. 27, 1972

SCALE
 • IRON PIPE
 • CONC. MON.

PETTY & PETTY REG. 55 B SR. CARTHAGE, TENNESSEE

