

Chicago Title Insurance Company  
COMMITMENT FOR TITLE INSURANCE

Order Number: C7353232

Chicago Title Insurance Company  
6060 Poplar Avenue, Suite LL-37  
Memphis, TN 38119

Schedule A

Effective Date: 12/6/2018 @ 8 am

1. Policies

Policy to be issued:  
ALTA Owner's 2006  
Proposed Insured:  
Amount of Insurance:

Policy to be issued:  
ALTA Loan 2006  
Proposed Insured: and/or its successors and assigns as their interests may appear  
Amount of Insurance:

2. The estate or interest in the land described or referred to in this Schedule and covered herein is a Fee Simple and title thereto is at the effective date hereof vested in:

**United States of America**

**FOR INFORMATION PURPOSES:** Title acquired on October 17, 2016 by Lis Penders of record at Instrument Number 16106250 and US District Court Criminal Number 16-20102-SHLin the Register's Office of Shelby County, Tennessee.

3. The land referred to in this Report is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:



Authorized Signatory  
Griffin, Clift, Everton & Maschmeyer, PLLC  
6489 Quail Hollow Road, Suite 100  
Memphis, TN 38120

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Schedule B Section 1  
Requirements

THE FOLLOWING REQUIREMENTS MUST BE MET:

1. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - a. Properly file Warranty Deed without intervening rights executed by parties named under item 3, Schedule A to conveying subject property, must be executed and filed for record.
  - b. Properly file a Trust Deed without intervening rights executed by to conveying subject property, must be executed and filed for record.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. Supply proof that all bills for labor, services or materials contracted for, supplied or used in connection with construction or repairs on designated premises within the statutory period for filing liens, thereon, HAVE BEEN PAID.
3. Furnish properly executed Affidavit to be signed by the mortgagor, and the Commitment is subject to such further exceptions or requirements, if any as deemed necessary after examination.
4. Furnish final survey, and the Commitment is subject to such further exceptions or requirements, if any, as deemed necessary after examination.
5. Pay taxes for 2015 and 2016 City of Memphis Taxes in the amount of 43,391.89.
6. Pay taxes for 2016 Shelby County Taxes in the amount of \$1664.82.
7. Supply proof that all bills for labor, services or materials contracted for, supplied or used in connection with construction or repairs on designated premises within the statutory period for filing liens, thereon, HAVE BEEN PAID.
8. Furnish properly executed NOTICE AND WAIVER with reference to Owner's Title Insurance and Banking, Amendment No. 1 to Department Regulation No. 30.
9. Discharge Notice of Lien of record for HOA Dues in Instrument No. 18099104 (Tract 6) and Instrument No. 18099109 (Tract 7), in the Register's Office of Shelby County, Tennessee.
10. Furnish Proof of Final Sentencing of Defendant & Judgment order for US District Court Case of record Criminal No. 20102 Pursuant to Item 6 of Order.

END OF SCHEDULE B – SECTION 1

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Schedule B Section 2  
Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the Commitment.
2. The homestead, or other statutory marital rights, if any, of the spouse of any individual insured.
3. The rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any taxes or assessments not posted on the records of the taxing authority(ies) if which land described in Schedule A is subject, including but not limited to: Supplemental, Revised, and/or Corrected Assessments pursuant to T.C.A. Section 67-5-603 et seq. or Back Assessments pursuant to T.C.A. Section 67-1-1001 et seq.; or taxes based on a change in the classification of the insured property (Roll Back Taxes) pursuant to T.C.A. Section 67-5-1001 et seq.
8. All assessments, City and/or County taxes due in 2019, and thereafter, (Parcel Number 081-079-00068), not yet due and payable.
9. Deed Restrictions of record in Instrument No. 08162225 in the Register's Office of Shelby County, Tennessee.
10. Subdivision Restrictions, Building Lines and easements of record in Plat Book 180, Page 15, re-recorded in Plat Book 188, Page 27; Plat Book 194, Page 8 as rerecorded in Plat book 198, Page 58; Plat Book 217, Page 33; in the Register's Office of Shelby County, Tennessee, and which contain no reversory clause but deleting any covenant, condition or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Declaration of Covenants and Restrictions of record in Instrument No. FF-5661 in the Register's Office of Shelby County, Tennessee.
12. Easements of record at Instrument Number P5-3382, Instrument No. LA-0350, Instrument No. LE-4219 and Instrument No. 03168503 in the Register's Office of Shelby County Tennessee.
13. Declaration of Covenants, Conditions and Restrictions of record in Instrument No. LE-1266 as amended at Instrument Nos. 02167151; 03125035; 03221578 in the Register's Office of Shelby County, Tennessee.
14. Outline Plan of Field Stone Planned Development of record in Book 152, Page 43 as re recorded in Book 173, Page 45; Book 192, Page 28, Book 222, Page 58, Book 186, Page 56 and Book 274, Page 3 in the Register's Office of Shelby County, Tennessee.

**Schedule B Section 2  
Exceptions continued**

15. Outline Plan of Players Forest Planned Development of record in book 192, Page 27 as prerecorded in Book 192, Page 30; Book 193, Page 11 and Page 198, Page 57 in the Register's Office of Shelby County, Tennessee.
16. Declaration of Covenants, Conditions and Restrictions of record at Instrument No. 08129465 in the Register's Office of Shelby County, Tennessee.
17. Terms and Conditions of Consent Order of Forfeiture in US District Court Criminal No. 16--20102SHL

NOTE: The Commitment omits any covenant or restriction 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 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

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Exhibit "A"

Being Tract 6, part of Area E, in Players Forest Planned Development as recorded in Plat Book 198, Page 58 at the Shelby County Register's Office in Memphis, Tennessee and more particularly described as follows:

Commencing at the intersection of the centerline of Players Forest Drive (a 41 foot wide private drive) and the north line of Players Club Parkway (108 foot right-of-way) as recorded in the Fieldstone Planned Development, Phase 4, Plat Book 180, Page 15; thence N 0 deg. 12' 47" W along the centerline of said private drive a distance of 233.78 feet to a point of curvature; thence continuing along said centerline and a curve to the left having a radius of 125.00 feet an arc distance of 191.23 feet (chord N 44 deg. 02' 20" W, 173.12 feet) to a point; thence N 87 deg. 51' 53" W along said centerline a distance of 478.59 feet to a point of curvature; thence continuing along said centerline and a curve to the right having a radius of 759.50 feet an arc distance of 48.55 feet (chord N 86 deg. 02' 00" W, 48.54 feet) to a point; thence N 84 deg. 12' 08" W a distance of 94.56 feet to a point of curvature; thence continuing along said centerline and a curve to the left having a radius of 740.50 feet an arc distance of 76.28 feet (chord N 87 deg. 09' 11" W, 76.24 feet) to a point; thence S 89 deg. 53' 46" W distance of 439.41 feet to a point of curvature; thence continuing along said centerline and a curve to the left having a radius of 29.50 feet an arc distance of 28.09 feet (chord S 62 deg. 37' 17" W, 27.04 feet) to a point; thence N 54 deg. 39' 11" W a distance of 20.50 feet to a point on the west line of Players Forest Drive, said point being the Point of Beginning; thence S 89 deg. 53' 46" W a distance of 108.26 feet to a point; thence N 00 deg. 06' 14" W a distance of 220.00 feet to a point; thence N 89 deg. 53' 46" E a distance of 130.00 feet to a point; thence S 00 deg. 06' 14" E a distance of 202.75 feet to a point on the north line of Players Forest Drive; thence along the north line of Players Forest Drive, following a curve to the left having a radius of 50.00 feet an arc distance of 28.12 feet (chord S 51 deg. 27' 41" W, 27.75 feet) to the Point of Beginning.

Being Tract 7, part of Area E, in Players Forest Planned Development as recorded in Plat Book 198, Page 58 at the Shelby County Register's Office in Memphis, Tennessee and more particularly described as follows:

Commencing at the intersection of the centerline of Players forest Drive (a 41 foot wide private drive) and the north line of Players Club Parkway (108 foot right-of-way) as recorded in the Fieldstone Planned Development, Phase 4, Plat Book 180, Page 15; thence N 0 deg. 12' 47" W along the centerline of said private drive a distance of 233.78 feet to a point of curvature; thence continuing along said centerline and a curve to the left having a radius of 125.00 feet an arc distance of 191.23 feet (chord N 44 deg. 02' 20" W, 173.12 feet) to a point; thence N 87 deg. 51' 53" W along said centerline a distance of 478.59 feet to a point of curvature; thence continuing along said centerline and a curve to the right having a radius of 759.50 feet an arc distance of 48.55 feet; thence N 84 deg. 12' 08" W a distance of 94.56 feet to a point of curvature; thence continuing along said centerline and a curve to the left having a radius of 740.50 feet an arc distance of 76.28 feet (chord N 87 deg. 09' 11" W, 76.24 feet) to a point; thence S 89 deg. 53' 46" W a distance of 348.40 feet to a point; thence N 00 deg. 06' 14" W a distance of 20.50 feet to a point on the north line of Players Forest Drive, said point being the Point of Beginning; thence S 89 deg. 53' 46" W along the north line of Players Forest Drive a distance of 91.01 feet to a point of curvature; thence continue along the north line of Players Forest Drive, following a curve to the left having a radius of 50.00 feet an arc distance of 19.48 feet (chord S 78 deg. 44' 09" W, 19.36 feet); to a point; thence N 00 deg. 06' 14" W a distance of 202.75 feet to a point; thence N 89 deg. 53' 46" E a distance of 110.00 feet to a point; thence S 00 deg. 06' 14" E

