

Frankie Davis, Superintendent Gas, Water, Sewer Harriman Utility Board Post Office Box 434 Harriman, TN 37748 865-882-3242 Ext. 227

Subject: Boswell Chapel **NOTES:** a im ran NI 0, 72 di

when Revenue is Paid by Check, This Receipt is Not Valid Until Check is Paid by Bank. OFFICIAL RECEIPT No 38236 JAMES W. JONES REGISTER OF MORGAN COUNTY, TENNESSEE Wartburg, Tenr Recording Fees: Received of. Certified Copy and For. Marginal Release U. C. C. Mortgage ing Miscellaneous State Tax: Greater of Co Transfer-Hitem S(a) Consideration Mortgage—Item S(b) ....\$ or Value Register's Fee Other Revenue: Fron Notebook Reference. REGISTER Cash 🗍 Check 🛛 DEPUTY REGISTER

March, 1983, in Deed Book F, Series 7, Page 252 and 253, in the Register's Office of Morgan County, Tennessee, said parcel of land being described as follows:

### BOSWELL CHAPEL WATER STORAGE TANK SITE

record

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CO'Clock

JAMES W. JONES, Register MORGAN COUNTY

Beginning at a point marked by an iron pin in the irregular western line of the above mentioned Robert L. Couch and Wife, Bernice T. Couch, property, hereinafter referred to as the said Couch property, said point being S 4°11' E, 210 feet more or less from an iron pin marking a common corner of the said Couch property and the property of Dennis Warren Everett, thence from said beginning point in an eastwardly direction and on a bearing of N 85°49' E a distance of 100.00 feet to a point, being the northeast corner of the said Water Tank Site, said point and corner being marked by an iron pin, thence in a southwardly direction and on a bearing of S 4°11' E a distance of 100.00 feet to a point, said point being the southeast corner of the said Water Tank Site, said point and corner being marked by an iron pin, thence in a southwestward direction and on a bearing of S 85°49' W a distance of 100.00 feet to a point in the western line of the said Couch property, said point being the southwest corner of the said Water Tank Site, said point and corner being marked by an iron pin, thence in a northwestward direction with and along the said western line of the said Couch property, on a bearing of N 4°11' W a distance of 100.00 feet to the point of beginning, said parcel containing 0.23 Acre, AS SHOWN on Drawing No. 7972-PA-001, dated January 23, 1986, prepared by Hensley-Schmidt, Inc., said Drawing being made a part hereof by attachment hereto.

#### WARRANTY DEED

THIS INDENTURE made and entered into on this the <u>fifth</u> day of <u>unn</u>, 19<u>56</u>, by and between ROBERT L. COUCH and Wife, BERNICE T. COUCH, of Morgan County, Tennessee, being the parties of the first part, and THE WOLFE BRANCH UTILITY DISTRICT of Morgan County, Tennessee, the parties of the second part.

WITNESSETH that the parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, cash in hand paid by the said parties of the second part, the receipt of all of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and do hereby grant, bargain, sell and convey unto the parties of the second part, that certain parcel of real estate situated in the tenth (10th) Civil District of Morgan County, Tennessee, said parcel being a portion of the land described in the Deed of record, dated the 12th day of March, 1983, in Deed Book F, Series 7, Page 252 and 253, in the Register's Office of Morgan County, Tennessee, said parcel of land being described as follows:

### BOSWELL CHAPEL WATER STORAGE TANK SITE

received for record this

Cat H. 10 Pm

JAMES W. JONES, Register MORGAN COUNTY

Beginning at a point marked by an iron pin in the irregular western line of the above mentioned Robert L. Couch and Wife, Bernice T. Couch, property, hereinafter referred to as the said Couch property, said point being S 4°11' E, 210 feet more or less from an iron pin marking a common corner of the said Couch property and the property of Dennis Warren Everett, thence from said beginning point in an eastwardly direction and on a bearing of N 85°49' E a distance of 100.00 feet to a point, being the northeast corner of the said Water Tank Site, said point and corner being marked by an iron pin, thence in a southwardly direction and on a bearing of S 4°11' E a distance of 100.00 feet to a point, said point being the southeast corner of the said Water Tank Site, said point and corner being marked by an iron pin, thence in a southwestward direction and on a bearing of S 85°49' W a distance of 100.00 feet to a point in the western line of the said Couch property, said point being the southwest corner of the said Water Tank Site, said point and corner being marked by an iron pin, thence in a northwestward direction with and along the said western line of the said Couch property, on a bearing of N 4°11' W a distance of 100.00 feet to the point of beginning, said parcel containing 0.23 Acre, AS SHOWN on Drawing No. 7972-PA-001, dated January 23, 1986, prepared by Hensley-Schmidt, Inc., said Drawing being made a part hereof by attachment hereto.

TO HAVE AND TO HOLD, the above described premises unto the said parties of the second part, their heirs, and assigns forever in fee simple.

The parties of the first part, for their heirs, and personal representatives, do hereby covenant with the parties of the second part, their heirs and assigns, that they are lawfully seized and possessed of the above described premises, have a good lawful right to sell and convey the same, that the said premises are free and clear of all incumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons, whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part, have hereunto affixed their signatures on the day and date first above written.

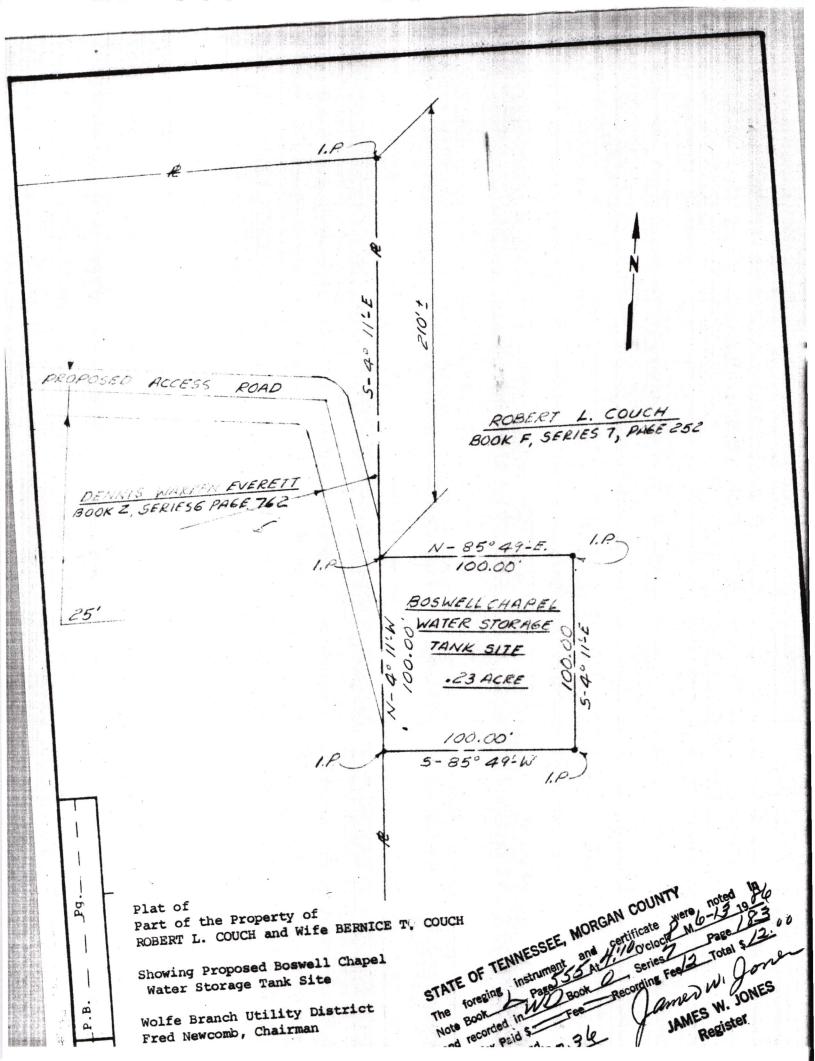
STATE OF JONNINS COUNTY OF

Personally appeared before me the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainers, Robert With whom I am personally acquainted, and who acknowledged that <u>Mey</u> executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on this the 0.000,  $19\overline{80}$ .

Public

My Commission Expires \_\_\_\_\_\_\_



# SOUTHERN TITLE INSURANCE COMPANY

### **OWNER'S FORM B**

### SCHEDULE A

Patricia D. Murphy

AGENT'S NAME

Nº 208977 Policy Number O-

\_\_\_\_\_ at <u>4:10</u> P. M. Amount of Policy \$ <u>500.00</u> June 13, 1986

1. Name of Insured: THE WOLFE BRANCH UTILITY DISTRICT

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is at Date of Policy vested in:

The Wolfe Branch Utility District

4. The land referred to in this policy is situated in the County of <u>Morgan</u> State of <u>Tennessee</u> and is described in the following instrument:

Warranty Deed from Robert L. Couch and wife, Bernice T. Couch, dated June 11, 1986 and recorded June 13, 1986 at 4:10 p.m. in Warranty Deed Book O, Series 7, Page 183 in the Office of the Register of Deeds of Morgan County, Tennessee.

## SCHEDULE B - PART I

This policy does not insure against loss or damage by reason of the following:

- 1. The lien of the General Taxes for the year 1986 and thereafter. 2. The lien of any Special Taxes or assessments entered after the date hereof.
- 3. 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 lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and
- 6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and/or any facts that a correct survey and/or a physical inspection of the premises would disclose.
- 7. Subject to a right of way easement granted to John A. and Charlotte W. Farmer, of record in Deed Book J, Series 7, Page 88 in the Register
- of Deeds Office of Morgan County, Tennessee. 8. Subject to a right of way easement reserved by Gertie Duncan, a widow, Ralph Duncan, Jewel Duncan and Eva Goldberg of record in Deed Book F, Series 7, Page 252 in the Register of Deeds Office of Morgan County, Tennessee.

### STATEMENT OF SETTLEMENT COSTS

Identification of Property Robert L. Couch et ux, Deed Book O, Series 7, Page 183, Register's Office, Morgan County, Tennessee Purchase Price \$500.00

Exp to	enses Incidental Transfer of Title	Paid by WOLFE BRANCH	Paid by Owner	Total
4.	Recording Fees	12.00	-	12.00
2.	Transfer Taxes	-	<b>—</b>	-
3.	State Tax Stamps	-		
4.	City/County Tax Stamps	-		
5.	Recording Fees	-		-
6.	Survey and Legal Description	_		
7.	Penalty Costs Associated with Prepayment of Pre- existing Recorded Mortgages	-		
8.	Pro rata Portion of Pre- paid Taxes:	-	- -	
an of the other of many many man	a. Real Property Taxes County	-		
ne ve velane vez " A a d'arranda hand	b. Real Property Taxes City	-		
9.	Delinquent Taxes		423.26	423.26
10.	Title Insurance	35.00		35.00
and a second secon	TOTAL	\$ 47.00	\$ 423.26	<b>\$</b> 470.26

This statement of settlement costs is certified as true and corcect.

Signed:-Closing Attorney

Date June 11, 1986

pe tri dei	BERNI P.O. DAKD	BO	X 128		3782	and the second	COL	EIPT NO: JNTY OF: Y OF:	650-85- MORGAN	ТАХ RECEIPT 01717* мтд. ср.
AND	IF PAYMEN CHECK HAS	IT IS M	ADE BY CHECK	, THIS RECEIPT IS I HE BANK ON WHIC				4		A LISTING OF THE LEVIES COM- POSING THE TAX BATE AND THE
ST.	MAP NO.	GP.	CTL. MAP	PARCEL	S. INT	Constant Con	TAX RATE \$	PERTY VALU	6.6000	PURPOSES FOR WHICH LEVIED
0	149		149	02902	000	Charles and the second	D VALUE	Is	7,100	THE COLLECTING OFFICIAL
						100% IM	M'T VALUE	s	17,100	
SUBDIVISION NAME DIMENSIONS ADDITIONAL DESCRIPTION						PER. PROP. VALUE TOTAL PROP. VALUE ASSESSMENT AT <b>25</b> NET PROPERTY TAXES \$		24,200 6,050 399,30 TOTAL DUE: \$ DISCOUNT	TOTAL DUE: \$ 399.3	
						SSD \$ SSD \$ TOTAL SSD TAXES \$		\$ \$ \$	0.00	ADJUSTMENTS PENALTY 23.9
VARD DEED BOOK DEED BK.PG. ACRES 0056 640 70.90 DEED N3 222						the set is a set of the set of the set of the		\$ \$ \$	0.00 0.00	TOTAL COLLECTED & 423 20
AT BO		T	BLOCK L	.OT INT. C	ODE	TOTAL	DUE		399.3	0

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### HARRIMAN HOUSING AUTHORITY

HARRIMAN, TENNESSEE

FAIN H. BENNETT Executive Director

November 16, 1978

P. O. BOX 341 PHONE 882-9636

Wolfe Branch Utility District Rt. # 3, Box 323 Harriman, Tennessee 37748

ATTENTION: Mr. Donald Painter

Dear Mr. Painter:

Please find enclosed your completed copy of Deed of Dedication for all water lines, water mains and easements, therefore, and all equipment thereto, located in Project Tennessee 55-6, Town of Oakdale, Tennessee.

Thank you.

Yours very truly,

Jain

Fain H. Bennett

FHB/rb

Enclosure: As stated

### DEED OF DEDICATION

This Indenture made and entered into on the day and date hereinafter set forth, between The Harriman, Tennessee Housing Authority, hereinafter called the "Local Authority", and the Wolf Branch Utility District, hereinafter called the "Utility",

Witnesseth, that the Local Authority, for and in consideration of the sum of One (\$1.00) Dollar, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, conveyed and dedicated, and by these presents, does hereby grant, convey and dedicate unto the Utility, all water lines and water mains and easements therefore and all equipment pertinent thereto, along, over, under, upon and across the property hereinafter described, as the same are located on the lands now owned by the Local Authority in the Town of Oakdale, Morgan County, Tennessee, being known as Project Tenn. 55-6 and being more particularly described as follows:

Situated in the Tenth Civil District of Morgan County, Tennessee, and within the corporate limits of the Town of Oakdale, and more particularly described as follows, to-wit:

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JAMES W. JOINES, Register

Beginning at the corner of a stone wall in the Northerly R.O.W. of East Main Street (a county road), said point also being the Southeast corner of the Cressie H. Burris tract; thence along the Northerly R.O.W. of East Main Street North 73 deg. 41 min. East 347.78 feet to a concrete monument; thence continuing North 24 deg. 15 min. East 129.52 feet to a concrete monument; thence leaving the Northerly R.O.W. of East Main Street North 36 deg. 48 min. West at 211.72 feet passing an iron pin at the Northwest corner of the Hardy property at 481.33 feet passing an iron pin for reference, in all a total distance of 511.50 feet to the center of Laurel Creek; thence downstream with the meanders of Laurel Creek South Ol deg. 15 min. East 49.55 feet to a spike; thence continuing South 34 deg. 43 min. West 96.83 feet to a spike; thence continuing South 52 deg. 09 min. West 73.50 feet to a spike; thence continuing South 79 deg. 31 min. West 135.91 feet to a brass cap set in Laurel Creek near its intersection with Mudlick Creek; thence leaving Laurel Creek South 09 deg. 03 min. East 103.92 feet to a concrete monument; thence South 05 deg. 57 min. West 190.00 feet to a concrete monument at the Southwest corner of the First Baptist Church Parsonage tract; thence North 79 deg. 12 min. East 123.00 feet to a hole chisled in a rock wall at the Northeast corner of the Burris tract; thence along the rock wall South 16 deg. 50 min. East 164.98 feet to the point of beginning, containing 4.50 acres, more or less, according to survey of Keith E. craft, Tennessee Registered Land Surveyor No. 509.

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### DEED OF DEDICATION

This Indenture made and entered into on the day and date hereinafter set forth, between The Harriman, Tennessee Housing Authority, hereinafter called the "Local Authority", and the Wolf Branch Utility District, hereinafter called the "Utility", Witnesseth, that the Local Authority, for and in consideration

of the sum of One (\$1.00) Dollar, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, conveyed and dedicated, and by these presents, does hereby grant, convey and dedicate unto the Utility, all water lines and water mains and easements upon and across the property hereinafter described, as the same are located on the lands now owned by the Local Authority in the Town of Oakdale, Morgan County, Tennessee, being known as Project Tenn. 55-6 and being more particularly described as follows:

Situated in the Tenth Civil District of Morgan County, Tennessee, and within the corporate limits of the Town of Oakdale, and more particularly described as follows, to-wit:

AND DAY AND

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N. M. Lever

Being the same property conveyed to The Harriman, Tennessee Housing Authority by warranty deed executed by the Town of Oakdale, dated September 11, 1975, and recorded on September 11, 1975, at 10:20 A. M. o'clock in Deed Book P-6, page 636, and by deed of correction executed by Town of Oakdale to The Harriman, Tennessee Housing Authority, dated October 1, 1975, and recorded on October 4, 1975, at 11:25 A.M. o'clock in Deed Book P-6, page 809, both in the Office of Register for Morgan County, Tennessee.

As a part of the consideration herefor and by its acceptance hereof, the Utility covenants and agrees to keep and maintain said water mains, and water lines and easements herein conveyed and dedicated hereby, as a part of the public water system of the Town of Oakdale, Tennessee, and to control and maintain the same hereafter as a part of such public water system.

The execution hereof by the Local Authority and acceptance hereof by the Utility are duly authorized by appropriate resolutions of their respective governing authorities heretofore adopted.

IN WITNESS WHEREOF, the parties have caused this instrument to be hereunto signed, sealed and delivered by their duly authorized officials on this the <u>1044</u> day of <u>detaber</u>, 1978.

ATTEST:

Secretary

THE HARRIMAN, TENNESSEE HOUSING AUTHORITY Chairman

ATTEST:

ACCEPTED: WOLF BRANCH UTILITY DISTRICT

STATE OF TENNESSEE COUNTY OF ROANE

Before me, a Notary Public in and for said County and State, personally appeared <u>David Half</u> and Fain H. Bennett, with both of whom I am personally acquainted, and who upon their respective oaths acknowledge themselves to be the Being the same property conveyed to The Harriman, Tennessee Housing Authority by warranty deed executed by the Town of Oakdale, dated September 11, 1975, and recorded on September 11, 1975, at 10:20 A. M. o'clock in Deed Book P-6, page 636, and by deed of correction executed by Town of Oakdale to The Harriman, Tennessee Housing Authority, dated October 1, 1975, and recorded on October 4, 1975, at 11:25 A.M. o'clock in Deed Book P-6, page 809, both in the Office of Register for Morgan County, Tennessee.

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The execution hereof by the Local Authority and acceptance hereof by the Utility are duly authorized by appropriate resolutions of their respective governing authorities heretofore adopted.

IN WITNESS WHEREOF, the parties have caused this instrument to be hereunto signed, sealed and delivered by their duly authorized officials on this the <u>MM</u> day of <u>Cause</u>, 1978.

ATTEST:

A Local A

ATTEST:

THE HARRIMAN, TENNESSEE HOUSING

ACCEPTED: WOLF BRANCH UTILITY DISTRICT

Chairman

STATE OF TENNESSEE COUNTY OF ROANE

Before me, a Notary Public in and for said County and State, personally appeared <u>Appeared</u> and Fain H. Bennett, with both of whom I am personally acquainted, and who upon their respective oaths acknowledge themselves to be the

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Chairman and Secretary, respectively, of The Harriman, Tennessee Housing Authority, one of the within named bargainors, and that they as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Harriman, Tennessee Housing Authority by themselves as Chairman and Secretary.

Witness my hand and official seal at office in Harriman, Tennessee, on this 10th day of Octahur, 1978.

Notary Public

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STATE OF TENNESSEE

My Commission Expires:

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Before me, a Notary Public in and for said County and State, personally appeared <u>Fred Newcomb</u> and <u>Donald Painter</u> \_\_\_\_\_\_, with whom I am personally acquainted and who upon their respective oaths, acknowledged themselves to be the <u>Chairman</u> and <u>Manager</u>, respectively, of Wolf Branch Utility District, one of the within named bargainors, and that they as such <u>Chairman</u> and <u>Manager</u>, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Wolf Branch Utility District by themselves as <u>Chairman</u> and <u>Manager</u>

Witness my hand and official seal at office this <u>5</u> day of <u>October</u>, 1978.

Public Notary

My Commission Expires: 7-20-78

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STATE OF TEXNESSEE, MORGAN COUNTY The White A Base 173 A 21 O'clock M /0.241 and Fook W Beek W Berles C Base 5 Stille Tax Raid & COFee SORecording Feel Total: \$ 9 Witness My. Hand. Receipt. No. /09/19

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JAMES W: JONES Register Chairman and Secretary, respectively, of The Harriman, Tennessee Housing Authority, one of the within named bargainors, and that they as such Chairman and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Harriman, Tennessee Housing Authority by themselves as Chairman and Secretary.

Witness my hand and official seal at office in Harriman, Tennessee, on this / the day of Catalan , 1978.

Notary Public

of October , 1978,

Commission Expires: 7-20-78

ty Countssion Expires: 4\_1-8-Y

STATE OF TENNESSEE COUNTY OF ROANE

Before me, a Notary Public in and for said County and State, personally appeared Fred Newcomb and Donald Painter , with whom I am personally acquainted and who upon their respective oaths, acknowledged themselves to be the <u>Chairman</u> and <u>Manager</u>, respectively, of Wolf Branch Utility District, one of the within named bargainors, and that they as such <u>Chairman</u> and <u>Manager</u>, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Wolf Branch Utility District by themselves as <u>Chairman</u> and <u>Manager</u> Witness my hand and official seal at office this 5 day

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Notary Public

JAMES W: JONES Register