Prepared By

Name: TERRANCE E. MCNABB, ATTORNEY
Address: 1018 INDUSTRIAL DRIVE
SUITE 104
State: TENNESSEE Zip Code: 37146

After Recording Return To / Tax Bill Send to:

Name: TERRANCE E. MCNABB, ATTORNEY
Address: 1018 INDUSTRIAL DRIVE
SUITE 104
PLEASANT VIEW, TN 37146
State: TN Zip Code: 37146

DISCLAIMER* THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

Karen Johnson Davidson County
Batch# 822650 DEEDWARR
03/15/2022 01:45:33 PM 12 pgs
Fees: $63.00 Taxes: $925.00

20220315-0030103

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or true value, whichever is greater for this transfer is
$ 250,000 Affiant
Subscribed and sworn before me this the
15 Day of March, 2022
A. Hayes, Deputy Register

LIMITED WARRANTY DEED

STATE OF TENNESSEE

CHEATHAM COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of **TEN DOLLARS ($10.00)** in hand paid to **CHARLES D. SPURLOCK AND WIFE VIRGINIA FAYE SPURLOCK** residing at **Robertson County of Pleasant View City of State of Tennessee** (hereinafter known as the "Grantor(s)") hereby grants, warrants, and conveys to, **David E. Rogers and Wife Lori N. Rogers, residing at 4950 Whites Creek Pike, Whites Creek, County of Davidson, County and Jackie Howard McClure and Wife Susan McClure** and residing at 3114 Grafton District Road County of York, City of Yorktown, State of Virginia (hereinafter known as the "Grantee(s), as Joint Tenants the following *described real estate.
Remaining Tract of property (less 10 Acres) (more or less) previously deeded to grantee(s) whole tract is described as follows:

A tract of land in the 14th Civil District of said County and State, near Whites Creek Pike, described according to a survey made by James A. Hamilton, Jr. , Engineer, December 28, 1964, as follows:

Beginning at a point in Gilliam's line; thence south 39 ^{0} 15' 36" west 462 feet; thence south 69 ^{0} 25' west 198 feet; thence south 42 ^{0} 25' west 138.6 feet; thence north 44 ^{0} 35' west 66 feet; thence south 87 ^{0} 25! west 132 feet; thence south 42 ^{0} 25' west 541 feet to a walnut cor.; thence with a fence line south 28 ^{0} 10' 17" east 617.5 feet to a beech core; thence with a fence line north 85 ^{0} 16' 47" east 1234.2 feet to Gilliam's line; thence with

said line north 17 ^{0} 00' west 1391.6 feet to the beginning, containing 26.32 acres, more oz less.

Together with the right—of—roadway from the above tract of land along Gilliam's line up the creek to a gate on the Pike just above Gilliam's barn.

Being the same property conveyed to Charles D. Spurlock et ux, Virginia Faye Spurlock, from Lovett & Sons, Ins. , an Ohio Corporation of record in Book 6853, page 543, said Register' s Office of Davidson County, Tennessee.

This conveyance is made subject to easement 40 feet in width for the purpose of laying, constructing, maintaining, operating , altering, repairing, removing, changing the size of and replacing pipelines, with additional rights, as set out in grant from T. W. Derryberry and wife, to Tennessee Natural Gas Lines, Inc. of record in Book 1361, page 109, Register's Office for Davidson County, Tennessee.

TOGETHER WITH all the rights, members and appurtenances to the Real Estate in anywise appertaining or belonging thereto.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantees, their heirs and assigns forever.

And said Grantors, for said Grantors, their heirs, successors, executors and administrators, covenants with Grantees, and with their heirs and assigns, that Grantors are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and *except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and their heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons. This Conveyance is subject to a Deed of Trust Securing

A Promissory Note of Record in Book N/A Page _____ Register's Office Davidson County, Tennessee. (hereto attached as Exhibit A)

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

Charles D. Spurlock 3-3-22
Grantor's Signature

Faye Spurlock 3/3/22
Grantor's Signature

Charles Spurlock
Grantor's Name

2133 Battle Creek Road
Address

Pleasant View, TN, 37146
City, State & Zip

Faye Spurlock
Grantor's Name

2133 Battle Creek Rd.
Address

Pleasant View, Tn 37146
City, State & Zip

STATE OF Tennessee)

COUNTY OF Cheatham)

MICHAEL ERNST
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF ROBERTSON
My Commission Expires Mar. 26, 2025

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Spurlock, Faye Spurlock whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of March, 2022.

Michael Ernst
Notary Public

My Commission Expires: March 26th, 2025

PROMISSORY NOTE

EXHIBIT A

PROMISSORY NOTE

TENNESSEE

David E. Rogers and wife, Lori N. Rogers and Jackie Howard McClure and wife, Susan Ruff McClure (collectively and individually, the "Borrower") and Charles Spurlock and wife, Faye Spurlock (the "Lender") hereby enter into and execute this agreement (the "Agreement" or "Promissory Note") as of_____.

1. PARTIES

a. Borrower

i. David E. Rogers and wife, Lori N. Rogers is located at 4950 Whites Creek Pike , Whites Creek, Tennessee 37189

ii. Jackie Howard McClure and wife, Susan Ruff McClure is located at 314 Grafton District Road, Yorktown, Virginia 23692

b. Lender

i. Charles Spurlock and wife, Faye Spurlock is located at 2133 Battle Creek Road, Pleasant View, Tennessee 37146

2. PROMISE TO PAY. FOR VALUE RECEIVED, Borrower, jointly and severally, promises to pay Lender a total principal amount of $250,000.00 USD in return for receiving the following from Lender: purchase of real property located at 4952 Whites Creek Pike Whites Creek TN .

3. INTEREST. Interest will begin to accrue on March 1, 2022. Interest shall be calculated as simple interest on the unpaid principal balance and shall be paid at a fixed rate of 6% per annum. In no event shall interest exceed the maximum amount permitted by law. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance. Interest shall be computed on the basis of a year of 365 days and the actual number of days elapsed.

4. PAYMENT TERMS - MONTHLY PAYMENTS. Payments shall be applied first to outstanding late fees, if any, next to interest, if any, and thereafter to the unpaid principal balance of the loan. Payments shall be made according to the following terms:
   a. Monthly Payments. A monthly payment of $1,471.07 shall be due on the First day of each month day of each month during the term of the contract. The first monthly payment is due March 1, 2022.

   b. Term of Contract. The final payment of all outstanding monies owed is due March 1, 2052 (the "Due Date"), for a contract term of 360 months.

   c. Late Monthly Payments. Payment will be considered late if not paid by the close of business on the 15th day of the month. Borrower's failure to make a monthly payment on or before the 15th day of the month for whatever reason will be considered an event of default under this Agreement. A late fee of $ 100 will apply to all late payments.

   d. Unpaid Principal Balance. Any unpaid portion of the principal balance still outstanding after the Due Date will accrue at an interest rate of 6% per annum. In no event will interest exceed the maximum amount permitted by law.

5. METHOD OF PAYMENT. Acceptable methods of payment are as follows: payments of $1471.07 monthly and paid off in full on or before 30 years from date of signing note. Payments include interest of 6% annually.

6. PAYMENT AND NOTICE ADDRESSES. All payments must be delivered to Lender's address stated above or any place or in any other manner as may be designated from time to time in writing by Lender. Notices will be in writing and delivered in person, sent by facsimile, or sent by reputable overnight delivery service to each party's respective address stated above or to any place or in any other manner as may be designated from time to time in writing by the parties.

7. PREPAYMENT. Borrower may prepay this Agreement in full or in part at any time without incurring a premium or penalty. All prepayments will be applied first to outstanding late fees, if any, next to interest, if any, and thereafter to the unpaid principal balance of the loan.

8. COLLATERAL. This loan will be secured by the following collateral: Real property located at 4952 Whites Creek Pike Whites Creek TN of record in Book 6853, page 543 Register's Office , Davidson County TN to be secured by a Deed Of Trust First Mortgage of even date issued to Charles Spurlock and wife Faye Spurlock herein the terms and provisions of which are incorporated herein by reference Lender will hold title to the

collateral until such time as the loan is paid in full in accordance with this Agreement. This collateral is described in a separate security agreement, executed between the parties on Deed of Trust securing the Purchase Promissory note herein, which will remain in full force and effect until this Agreement and the security agreement are released in writing by Lender.

9. RECOURSE. THIS AGREEMENT ALLOWS LENDER TO SEEK RECOURSE AGAINST ANY PERSONAL ASSETS OF BORROWER. The personal assets are therefore subject to the payment of this debt.
10. DEFAULT AND ACCELERATION. Should Borrower default under or otherwise breach this Agreement and not cure said default or breach on or before 60 days s after Lender gives Borrower written notice thereof by personal delivery or certified mailing, all principal balance remaining unpaid and interest accruing thereon will, at the option of Lender, become immediately due and payable to Lender. The date of notice will be the date of delivery or the date of mailing. No delay or failure in giving notice of said default or breach will constitute a waiver of the right of Lender to exercise said right in the event of a subsequent or continuing default or breach. In addition to the events of default specified herein, the following events, without limitation, will constitute a default: Borrower's filing any voluntary or involuntary petition for relief under the United States Bankruptcy Code, the death or dissolution of either party, and/or failure to pay monies owed in full on or before the Due Date.

11. ATTORNEY FEES AND COURT COSTS. In the event of such default or breach, Borrower promises to pay Lender all collection and/or litigation costs incurred, including reasonable attorney fees and court costs, whether or not a judgment or a lawsuit is filed.

12. SUCCESSORS AND ASSIGNS. Lender may transfer this Agreement to another holder without notice to Borrower; however, Borrower will not be liable to any assignee for any amounts greater than it would otherwise be liable for under this Agreement. Borrower agrees to remain bound under the terms of this Agreement to any subsequent holder of this Agreement. Borrower covenants and warrants not to assign its rights or obligations under this Agreement without Lender's prior written consent. Each Borrower and cosigner identified in this Agreement will be jointly and severally liable for the repayment of the debt described herein, and the terms of this Agreement will be equally binding upon and will inure to the benefit of the Parties and their heirs, executors, administrators, successors, and permitted assigns.

13. MISCELLANEOUS TERMS AND CONDITIONS. The Parties agree to the following terms and conditions:

a. Borrowers to pay all utilities at subject property and be responsible for all expenses for reconnect if default occurs

14. GENERAL PROVISIONS

a. Governing Law. The parties agree that the laws of the State of Tennessee will govern this Agreement without regard to its conflict-of-law provisions. Any claims or disputes concerning this Agreement will, at the sole election of Lender, be adjudicated in Cheatham County TN County.

b. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the parties.

c. Amendment. No amendment, modification, termination, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both Borrower and Lender.

d. Time of Essence. Time is of the essence concerning all provisions contained in this Agreement.

e. Waivers. Borrower hereby waives presentment for payment, demand, protest and notice of dishonor and protest, and all other demands and notices, in connection with the delivery, acceptance, performance, or other enforcement of this Agreement.

f. No Implied Waiver; Cumulative Remedies. Lender's failure to exercise any right or remedy provided in this Agreement will not be construed as a waiver of any future exercise of that right or exercise of any other right or remedy to which Lender may be entitled. No delay or omission on the part of Lender in exercising any right hereunder will operate as a waiver of any other right under this Agreement. No right conferred upon Lender by this Agreement will be exclusive of any other right referred to herein or now or hereafter available at law, in equity, by statute or otherwise, and all remedies will be cumulative and not in the alternative.

g. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, then that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

h. Headings. The headings used in this Agreement are provided for convenience only and will not be used in construing the meaning or intent of the corresponding provisions.

i. Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile transmission or by e-mail delivery, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

[Signature page to Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

Borrowers

David E. Rogers and wife, Lori N. Rogers:

D. R _____ 11 FEB 2022

Lori N Rogers _____ 11 Feb 2022

Jackie Howard McClure and wife, Susan Ruff McClure:

_____ 2-4-22

_____ 2.4.2022

Charles Spurlock and wife, Faye Spurlock:

Charles Spurlock _____ FEB 11, 2022

Faye Spurlock _____ March 3, 2022

NOTARY ACKNOWLEDGMENT

State of Tennessee

County of Cheatham

On March 3, 2022 (date), before Michael Ernst me, (notary), personally appeared Charles Spurlock and wife, Faye Spurlock, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached PROMISSORY NOTE and acknowledged to me that they executed the same in authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Sign: _____ [Affix seal]

NOTARY PUBLIC

Print MICHAEL ERNST

Commission Expires: March 26, 2025

MICHAEL ERNST
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF ROBERTSON

My Commission Expires
Mar. 26, 2025

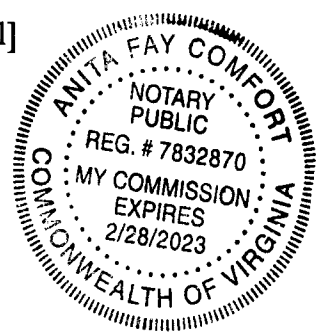
NOTARY ACKNOWLEDGMENT

State Virginia
of SS.
County of
York

On 02-04-2022 (date), before Anita Fay Comfort me, (notary), personally appeared Jackie Howard McClure and wife, Susan Ruff McClure, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached PROMISSORY NOTE and acknowledged to me that they executed the same in authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Sign: Anita Fay Comfort [Affix seal]



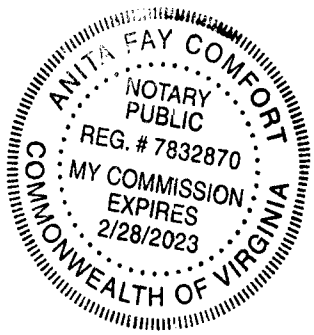
NOTARY PUBLIC

Print Anita Fay Comfort
Commission Expires: 02-28-2023

NOTARY ACKNOWLEDGMENT

WITNESS my hand and official seal.

Print: Anita Fay ComFort Commission Expires: 02-28-2023



State of VA County of York

The foregoing instrument was acknowledged before me this 4TH day of February 2023 by Jackie McClure And Susan McClure

Anita Fay ComFort Notary Public

My Commission Expires 02-28-2023

Sign: Anita Fay ComFort [Affix seal]

NOTARY PUBLIC

Print Anita Fay ComFort

Commission Expires: 02-28-2023