

BK/PG: 1728/723-728

17263797

6 PGS:AL-AFFIDAVIT OF AFFIXATION	
MARSHA BATCH: 116667	
11/01/2017 - 02:30 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, HAMBLEN COUNTY

JIM CLAWSON
REGISTER OF DEEDS

This instrument was prepared by:
Rhoda McCrimmon
HomeTrust Bank
P.O. Box 10
Asheville, NC 28802-0010
800-627-1632

LOAN #: 3655606949

MANUFACTURED HOME AFFIDAVIT OF AFFIXATION

STATE OF TN

COUNTY OF Hamblen

This Manufactured Home Affidavit of Affixation is made this 26th day of October, 2017 and is incorporated into and shall be deemed to supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" or "Homeowner") to secure Borrower's Note to HomeTrust Bank, a State Chartered Bank

("Lender").

Borrower and Lender state that it is their intent that the manufactured home be and remain permanently attached to and part of the real property, and that it be regarded as an immovable fixture thereto and not as personal property.

"Homeowner" being duly sworn, on his, her or their oath state(s) as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:

New _____ Used X Year 1998 Length 64 Width 27

Manufacturer/Make Hermitage

Model Name or Model No. ATR

Serial No. CLR014561TNAB

Serial No. _____

Serial No. _____

Serial No. _____

HUD Label Number(s) TEN411654/TEN411655

Certificate of Title Number _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

Page 1 of 5

Initials: ROB JB
GMANARDU 0116
GMANARLU (CLS)
10/23/2017 07:07 AM PST



LOAN #: 3655606949

2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the consumer manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice for the Home.
4. The Homeowner is in receipt of manufacturer's recommended maintenance program regarding the carpets and manufacturer's warranties covering the heating/cooling system, hot water heater, range, etc.
5. The Home is or will be located at the following "Property Address":
377 Meadowood Drive, Talbott

Hamblen, TN 37877

(Street or Route, City)
(County) (State, Zip Code)

6. The legal description of the Property Address ("Land") is typed below or please see attached legal description.
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

7. The Homeowner is the owner of the Land or, if not the owner of the Land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
8. The Home is or shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to appropriate residential utilities (e.g., water, gas, electricity, sewer) ("Permanently Affixed"). The Homeowner intends that the Home be an immoveable fixture and a permanent improvement to the Land.
9. The Home shall be assessed and taxed as an improvement to the Land. The Homeowner understands that if the Lender does not escrow for these taxes, that the Homeowner will be responsible for payment of such taxes.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

Page 2 of 5

Initials: **RDB JB**
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10/23/2017 07:07 AM PST



LOAN #: 3655606949

10. The Home is subject to the following security interests (each, a "Security Interest"):

_____ Name of Lienholder	_____ Name of Lienholder
_____ Address:	_____ Address:
_____ Original Principal Amount Secured: \$	_____ Original Principal Amount Secured: \$

11. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:

- (a) All permits required by governmental authorities have been obtained;
- (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Land. All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty;
- (c) If piers are used for the Home, they will be placed where recommended by the Home manufacturer;
- (d) The wheels, axles, towbar or hitch were removed when the Home was placed on the Property Address; and
- (e) The Home is (i) Permanently Affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land.

12. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.

13. Other than those disclosed in this Affidavit, the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the Homeowner that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.

14. The Homeowner hereby initials one of the following choices, as it applies to title to the Home:

- A. The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this Affidavit, or previously was recorded in the real property records of the jurisdiction where the Home is to be located.
- B. The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.
- C. The manufacturer's certificate of origin and/or certificate of title to the Home shall be has been eliminated as required by applicable law.
- D. The Home shall be covered by a certificate of title.

15. This Affidavit is executed by Homeowner pursuant to applicable state law.

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded

Ellie Mae, Inc.

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Initials: ROB JB
GMANARDU 0116
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10/23/2017 07:07 AM PST



LOAN #: 3655606949

This Affidavit is executed by Homeowner(s) and Lienholder(s) pursuant to applicable state law and shall be recorded in the real property records in the county in which the real property and manufactured home are located.

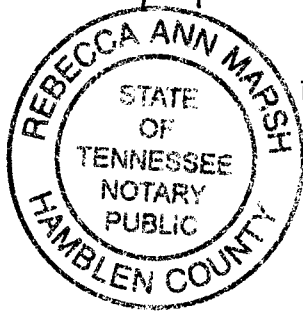
Raymond Dean Brogan 10-26-17 (Seal)
RAYMOND DEAN BROGAN DATE

Juanita Joyce Brogan 10-26-17 (Seal)
JUANITA JOYCE BROGAN DATE

State of TN)
County of: Hamblen)

On this 26th day of OCTOBER, 2017 before me personally appeared RAYMOND DEAN BROGAN AND JUANITA JOYCE BROGAN, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My Commission Expires: 5/30/18



Rebecca Ann Marsh
Notary Public

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

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Initials: RDB JB
GMANARDU 0116
GMANARLU (CLS)
10/23/2017 07:07 AM PST



IN WITNESS WHEREOF, Lender, being duly sworn on oath, intends that the Home be and remain Permanently Affixed to the Land and that the Home be an immoveable fixture and not as personal property.

HomeTrust Bank, a State Chartered Bank

Lender

Closing Department Rhoda McCrimmon
By: Authorized Signature

STATE OF: North Carolina)
COUNTY OF: Buncombe) SS.:

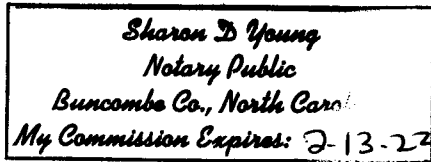
On the 26th day of October in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Rhoda McCrimmon

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Sharon D. Young Official Seal:
Notary Signature

Sharon D. Young
Notary Printed Name

Notary Public; State of NC
Qualified in the County of BUNCOMBE
My Commission expires: 2-13-22



ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Land described herein and is to be filed for record in the records where conveyances of real estate are recorded.

Ellie Mae, Inc.

Page 5 of 5

Initials: RDB gB
GMANARDU 0116
GMANARLU (CLS)
10/23/2017 07:07 AM PST



Legal Description

SITUATE in the Second Civil District of Hamblen County, Tennessee, and described as follows:

BEING Lot No, 15R of Meadowood Subdivision, as shown by plat of same of record in Plat Cabinet C, Slide 137 in the Register's Office for Hamblen County, Tennessee, to which plat reference is here made for a more particular description.

THIS CONVEYANCE is made and accepted SUBJECT TO Restrictions of record Book 366, Page 555, Deed book 354, Page 190 and Deed book 339, Page 519 in the Register's Office for Hamblen County, Tennessee and any setback lines, easements and restrictions as may appear on the plat of record aforesaid.

BEING the same property conveyed to Raymond Dean Brogan and wife, Juanita Joyce Brogan by deed dated August 30, 2016 of record in the Register's Office for Hamblen County, Tennessee in Book 1625, Page 636.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for a good, valuable and adequate consideration, receipt of which is acknowledged, I, the undersigned, MARJORIE HOPKINS GUINN, widow, have this day bargained and sold, and by these presents do hereby bargain, sell, transfer and convey unto CLAYTON HOMES, INC., a corporation, and unto its successors and assigns, in fee simple, the following described property, SITUATE in the Second Civil District of Hamblen County, Tennessee, to-wit:

BEING Tracts Nos. Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) of the Howard Guinn Estate Property, a plat of which is recorded in Plat Cabinet A, Slide A-105, in the Register's Office for Hamblen County, Tennessee, to which plat specific reference is here made for a more particular description.

FOR SOURCE OF TITLE, reference is made to the following:

1. Deed from Bessie Harris Furman to Mary Furman Wood dated May 3, 1938, and recorded in Deed Book 59 at page 485 in said Register's Office;
2. Mary F. Wood died testate, a widow, in 1973; by will recorded in Will Book 5 at page 28 in the County Clerk's Office for Hamblen County, Tennessee, she devised the subject property to Howard Guinn and wife, Marjorie Hopkins Guinn, as tenants by the entirety; and
3. Howard Guinn died September 5, 1985 survived by his widow who became sole owner by virtue of survivorship in a tenancy by the entirety.

THIS CONVEYANCE is made and accepted subject to the following:

1. All tracts are subject to all plat requirements;
2. Tracts 7, 9 and 11 are subject to TVA power line easement;
3. As to Tract 10, possession of the home located on this tract is reserved for 120 days;
4. As to Tract 11, this tract is subject to a lease entered into between Marjorie M. Guinn and Stafford Communications, Inc. dated July 6, 1984; all rights under said lease are hereby transferred to the grantee herein and said grantee is entitled to receive all future payments under said lease;
5. As to all tracts, tobacco for the crop year 1985 is leased; all proceeds from said lease are reserved unto the grantor herein.

TO HAVE AND TO HOLD unto CLAYTON HOMES, INC., a corporation, and unto its successors and assigns, in fee simple, the above described property.

AND I HEREBY COVENANT with the grantee, and with its successors and assigns, that I am lawfully seized and possessed of the above described property; that I have a good and lawful right to sell and convey the same; that said property is unencumbered except as herein set forth and 1985 taxes which will be paid by the grantor herein; and that I will forever warrant and defend the title thereto against the lawful claims and demands of all persons whomsoever.

WITNESS my signature on this 1st day of May, 1985.

Marjorie Hopkins Guinn
MARJORIE HOPKINS GUINN, widow

ASSESSOR OF PROPERTY

Jan Ruben Lipscomb

DIST. 2 MAP 47 GR. 76.16 PCL

.17
.18
.19 1.20

STATE OF TENNESSEE--HAMBLEN COUNTY

RECEIVED FOR RECORD THE 3rd DAY OF July 19 85
AT 11:05 A.M. NOTED IN NOTE BOOK 127 PAGE 392
AND RECORDED IN 442 BOOK 339 PAGE 519
STATE TAX 5.77 RECORDED TEE 6.00 REG. FEE 50 TOTAL 581.10
RECEIPT NO. 2673 *Mary Hopkins* REGISTER

Prepared By

ANDERSON & ANDERSON
Attorneys at Law
Morristown, Tennessee

ANDERSON & ANDERSON
ATTORNEYS AT LAW
MORRISTOWN, TENNESSEE

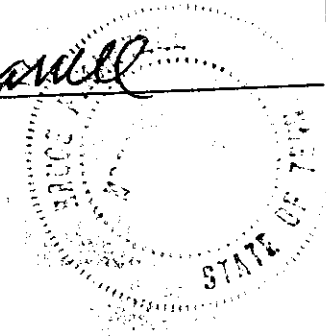
For Restrictive Covenant see war Bl 354 Jy 190 6/19/87

STATE OF TENNESSEE
COUNTY OF HAMBLEN

On this 1st day of May, 1985, before me personally appeared MARJORIE HOPKINS GUINN, widow, to me known to be the person described in and who executed the foregoing Warranty Deed, and who acknowledged the execution of the same as her own free act and deed.

WITNESS my signature and official seal of office at Morristown, Tennessee.

Bonnie D. Burchell
NOTARY PUBLIC



My commission expires:

3-22-89

Responsible for payment of taxes:

Clayton Homes, Inc.

P.O. Box 12144
(address)

Knoxville, TN 37912

ANDERSON & ANDERSON
ATTORNEYS AT LAW
MORRISTOWN, TENNESSEE

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 221,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Amy J. Dalton, Affiant

Subscribed and sworn to before me this 3rd day of

May 1985
Bonnie D. Burchell

My commission Expires 2-24-87



JLC:lle 6-3-87

This Instrument Prepared By:
James L. Clayton, Attorney
7131 Clinton Highway
Powell, TN 37849

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is voluntarily entered into by CLAYTON HOMES, INC., the owner of the property described herein (the property):

All of the property conveyed by Warranty Deed dated May 1, 1985, from Marjorie Hopkins Quinn to Clayton Homes, Inc. of record in Warranty Book 339, page 519, in the Register's Office for Hamblen County, Tennessee.

WHEREAS, the Tennessee Department of Health and Environment (the Department) has determined the property is suitable for an alternative subsurface sewage disposal system and a permit may be issued for such a system by the Department.

WHEREAS, the property to be used for the installation of an alternative subsurface sewage disposal system is described in the above referenced deed.

NOW, THEREFORE, in consideration of the foregoing, Clayton voluntarily agree and consent:

1. To assume full responsibility for the installation, maintenance, and operation of said sewer system.
2. To assume full responsibility for any failure (as determined by the Department) of said sewage system.
3. To covenant, to fully bind all subsequent purchasers, heirs and successors-in-interest of the above described property to the terms and conditions of this agreement as fully as if the persons were the Owner of the property, and to further covenant that any conveyance of said property will be made expressly subject to the provisions of this agreement.
4. To provide access to the above described property for the purposes of site preparations, installation of the system and follow-up sampling and testing at reasonable times for all personnel involved in this project, including personnel of the Department.

Responsible for Taxes:
Clayton Homes, Inc.
P.O. Box 12144
Knoxville, TN 37912

- 5. That the Owner and his heirs and successors will assert no claim against the Department for damages for any injuries arising out of the installation and/or operation of the system.
- 6. To provide, at the time of construction, water conservation plumbing devices at faucets, shower heads and water closets.

IN WITNESS WHEREOF, the parties have personally or by their duly authorized representatives set their signatures this the 8 day of June, 1987.

CLAYTON HOMES, INC. (Owner)

By: [Signature]
Jim Clayton, President

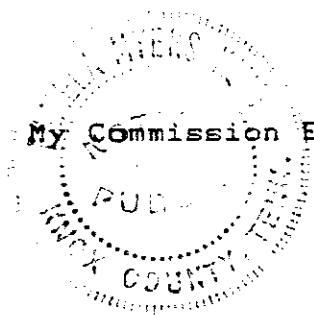
STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Pamela Myers King, a Notary Public in and for said County and State, the within named Jim Clayton, President of Clayton Homes, Inc., whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Knoxville, Tennessee, this the 8 day of June, 1987.

[Signature]
Notary Public

My Commission Expires: 10-17-88



STATE OF TENNESSEE—HAMBLLEN COUNTY
 RECEIVED FOR RECORD THE 19th DAY OF June 1987
 AT 12:50P M. NOTED IN NOTE BOOK N PAGE 319
 AND RECORDED IN WAC BOOK 354 PAGE 190
 STATE TAX \$ 2540 REC'D FEE 8.00 REG. FEE 8.00 TOTAL 8.00
 RECEIPT NO. 2540 [Signature] REGISTER

PROTECTIVE AND RESTRICTIVE COVENANTS

OF

MEADOWOOD SUBDIVISION

LOCATED IN THE SECOND CIVIL DISTRICT OF HAMBLEN COUNTY, TENNESSEE

AUGUST 10, 1988

KNOW ALL MEN BY THESE PRESENTS:

CLAYTON HOMES, INC., BY
That /JAMES L. CLAYTON, TRUSTEE, hereinafter called the
Owner, of the subdivision known as Meadowood located in the
Second Civil District of Hamblen County, Tennessee in accordance
with the plat thereof recorded in the Registers Office of Hamblen
County, Tennessee in Plat ~~2000~~ ⁰¹⁰ C, Page 122, and

WHEREAS, the Owner, in order to assure that there is a
harmonious and continuous plan and development for said Meadowood
Subdivision and further to assure that all lots and blocks which
it may own in the said subdivision will be governed by a single
and uniform plan, which plan will be binding upon its successors,
assigns, and legal representatives, does hereby place certain
covenants and restrictions upon the said lands, which covenants
and restrictions shall limit the use of each and all of the said
lots as shown on the plat of Meadowood Subdivision, and said
Owner hereby declares that this declaration shall be for the
benefit of, and a limitation upon all future owners of lots
within said subdivision, this declaration being intended for the
purpose of keeping said subdivision desirable, uniform, and

suitable in design and use as specified hereafter, and

WHEREAS, the Owner desires to make the said lots, as shown on the said plat, subject to the covenants and restrictions hereinafter stated, and to make the said covenants and restrictions run with the land,

NOW, THEREFORE, in consideration of the Premises, the Owner, for itself and its successors, legal representatives and assigns, hereby restricts the use of the aforesaid lots and does hereby place upon the said land, as described aforesaid, the following covenants and restrictions:

1. All lots located within said subdivision shall be used solely for residential purposes and under no circumstances shall said lots be used for any business or commercial purpose. The minimum manufactured home size shall be 900 square feet. The wheels and axles must be removed as part of the set-up. All manufactured homes in the subdivision shall have residential type siding and shingle roofs. Each home must have constructed a rear porch or wooden deck no less than eight by ten (8 x 10) in size, and a front porch or deck no less than four by six (4 x 4) in size. The design and construction materials used must be approved by the Owner as outlined in Item number nine (9).

2. Only new manufactured homes built in accordance with HUD Code and/or the Tennessee Modular Act and has the appropriate State Inspection seal affixed, shall be placed on any lot.

3. There shall be no conventional permanent site built homes built in this subdivision, it being restricted to manufactured homes and factory built modular homes as defined by the Tennessee Modular Act.

4. All lots are restricted to occupancy by a single family living in a single home.

5. No manufactured home placed on any lot shall violate the setback restrictions of the Hamblen County Subdivision Regulations, or any other regulatory body and/or as shown on the final plat for the subdivision duly recorded with the Registers Office of Hamblen County, Tennessee.

6. All buyers or purchasers of the lots including their heirs, successors and assigns shall be required to use and pay for water service as provided by the Alpha-Talbott Utility District.

7. Buyers or purchasers of lots in the subdivision shall be permitted, contingent upon the approval and recommendation of the Hamblen County Public Health Authority, to drill on said lot a well for the purpose of providing a secondary water supply, provided that the location of any such well shall be to the rear of said home, or otherwise will be located in a building, cabana, or other structure which will guarantee that the well, pump and tank shall not be visible from the street at any time.

8. Sewage Disposal - No individual sewage disposal system shall be permitted on any lots unless such system is designed,

located and constructed in accordance with the requirements, standards, and recommendation of the Hamblen County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

9. No cabanas, pump houses, garages, utility buildings, or other additions shall be constructed on any of the said lots unless the plans and specifications for such additions have first been approved, in writing, by the Owner. Approval or rejection must be made within 14 days of the receipt of the written application or approval shall be automatic.

10. No animal shall be allowed on the premises of any lot, except for domestic household pets which may not be kept outside over night or for any extended period of time. Household pets are herein described to be cats, dogs, parakeets, and other small domestic animals.

11. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector.

12. No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

13. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street. All motor vehicles parked or stored on a lot must be currently licensed and operable. Should a motor vehicle not meet this classification, it may not be stored or parked on the lot unless it is inside a closed garage.

14. No outside clotheslines will be permitted except for umbrella collapsible type which can be lowered and stored inside a garage or other similar enclosure.

15. Playground equipment, including but not limited to, swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located in the rear yard of the home and not in the front yard.

16. There shall be no television or radio antennas or satellite dishes or aerials erected on the street side of the home and all television and radio aerials or antennas that service the home shall not be located further than 10 feet from the rear of the said home and cannot exceed seven feet in height if placed on top of any structure, but in no case shall exceed 25' in height.

17. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport, or garage.

18. No tent, shack, travel trailer, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

19. No commercial advertising or display sign shall be permitted within the subdivision, except that the Owner or its agents, may erect such temporary advertising and display signs as may reasonably be required for development and sale of lots.

20. The buyer or purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects, and in the event that the buyer or purchaser of any lot within the said subdivision breaches this restriction, the Owner reserves the right to enter upon the said lot and mow the grass, clean up the lot, and remove unsightly structures and objects, and the cost of such work shall become a lien upon the said lot, and the buyer of said lot shall be liable for payment of said costs to the Owner.

21. No fences shall be constructed in the subdivision except in the rear yards of the homes and shall be approved by the Owner. There shall be no fences in the front yards.

22. All manufactured homes shall be placed on a foundation as required by the State of Tennessee. In addition, each home shall have a foundation, screen or wall around the base of the home constructed with concrete block masonry covered with stucco, natural stone or brick prior to being occupied by the lot purchaser.

23. A driveway no less than 12 feet in width constructed of asphalt or concrete pavement shall be provided from the street to the home.

24. All fuel oil and gas tank shall be placed underground.

25. All exterior construction must be complete prior to occupancy of the home, and the adjacent grounds clear of debris and construction materials.

26. Every lot purchaser shall perform promptly all maintenance and repair work on his lot and home which if omitted, would affect the property belonging to the other purchasers.

27. Exposed naked earth on the purchaser's lot shall not be permitted except for family garden plots. All landscaping including the establishment of grass on the lot shall be completed no later than sixty (60) days from the placement of the home on the lot. Should the home owner elect to cultivate a vegetable garden for his personal use, it shall be placed to the rear of the main dwelling. Further, the owner shall not allow poles or other plant support devices to be left standing from season to season, nor shall they place or erect any unsightly structure in connection with the garden.

28. The Owner shall provide at least two (2) healthy living trees at least six (6) feet in height to be set out by the purchaser and maintained on each lot not already having at least two such trees. Should said trees die, the lot owner shall replace it promptly.

29. The right is afforded to James L. Clayton, Trustee, or his duly authorized representatives, to make periodic inspections of the lots in said subdivision, after reasonable notice has been given to the buyers of said lots.

30. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through or under the owner, or owning or residing on any lot and shall be binding for a period of twenty (20) years from the date of these covenants and restrictions, after which said covenants and restrictions shall automatically expire unless extended for a successive period of ten (10) years by an instrument signed by a majority of the then owners of the lots in said subdivision. Provided, that so long as said Owner owns any lot in said subdivision, said Owner may amend or modify the provisions of this declaration by the Recordation of an instrument setting forth any such change in the Registers Office Hamblen County, Tennessee, which modification or amendment may be accomplished without the joinder of any other party.

31. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to recover damages.

32. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment or court order shall in no wise affect the other provisions hereof, which shall remain in full force and effect.

This instrument prepared by: Clayton Homes, Inc.
Knoxville, TN.

IN WITNESS WHEREOF, JAMES L. CLAYTON, TRUSTEE, has caused
this instrument to be duly executed by its authorized officers on
this 17 day of November, A.D., 1988.

Signed in the presence of:

[Signature]
Irvin M. Adkins

JAMES L. CLAYTON, TRUSTEE

[Signature]

STATE OF TENNESSEE

COUNTY OF ~~HAMBLEN~~ KNOX

I HEREBY CERTIFY that on this day personally appeared
before me, the undersigned, JAMES L. CLAYTON, TRUSTEE, to me well
known and known to me to be said, and he acknowledged to me that
he executed the foregoing instrument and that as such he is duly
authorized to do so.

WITNESS my hand and official seal in the County and State
named above this 17 day of November, A.D., 1988.

[Signature]

Notary Public

My Commission Expires: 9/22/92

STATE OF TENNESSEE-HAMBLEN COUNTY

RECORDED FOR RECORD THE 21ST DAY OF NOV 1988
A 11570 [unclear] NOTED IN NOTE BOOK C [unclear] 174
A [unclear] 100 386 555
STATE TAX \$ 36.00 REC'D. FEE 36.00 REG. FEE 36.00 TOTAL \$ 36.00
RECEIPT NO. 7913 [Signature]

NOTES:
 OWNER: JAMES L. CLAYTON-TRUSTEE
 P. O. BOX 15168
 ALCOA HIGHWAY
 KNOXVILLE, TENN. 37801
 (615) 870-7210
 NUMBER OF LOTS: 27
 TOTAL ACREAGE: 20.73 ACRES
 NEW ROADS ARE TO BE PUBLIC.

UTILITY AND DRAINAGE EASEMENTS OF 10' INSIDE ALL EXTERIOR LOT LINES AND STREET R.O.W. LINES AND 5' EACH SIDE OF ALL INTERIOR LOT LINES ARE HEREBY RESERVED AND OTHER EASEMENTS AS SHOWN HEREON.
 MINIMUM SETBACK LINE IS 30' UNLESS OTHERWISE REQUIRED BY HEALTH DEPT.
 REQUIRED AND PROPOSED IMPROVEMENTS:
 1. WATER LINES
 2. PAVED STREETS AND CURBS
 3. DRAINAGE STRUCTURES AS REQUIRED
 LOTS ARE SERVED BY INDIVIDUAL SEPTIC SYSTEMS.
 WATER SERVICE IS AVAILABLE FROM AN EXISTING 10" MAIN ON ANDREW JOHNSON HIGHWAY AT THE SOUTH BOUNDARY OF THE SITE.
 THERE IS NO EXISTING ZONING IN THIS AREA.

SEDIMENT CONTROL & DRAINAGE NOTES:
 EXISTING GROUND COVER IS CLASSIFIED AS GOOD PASTURE LAND.
 LIMIT OF PROPOSED CLEARING, GRADING & FILLING WILL BE WITHIN PROPOSED ROAD RIGHT OF WAY AS SHOWN.
 SEDIMENT WILL BE CONTROLLED BY USE OF SILT FENCE, HAY BALES OR OTHER APPROVED METHODS.

The minor survey changes does not change the original 08/15/88 approval for an individual subsurface sewage disposal system on lots 15, 16, 17, and 18.

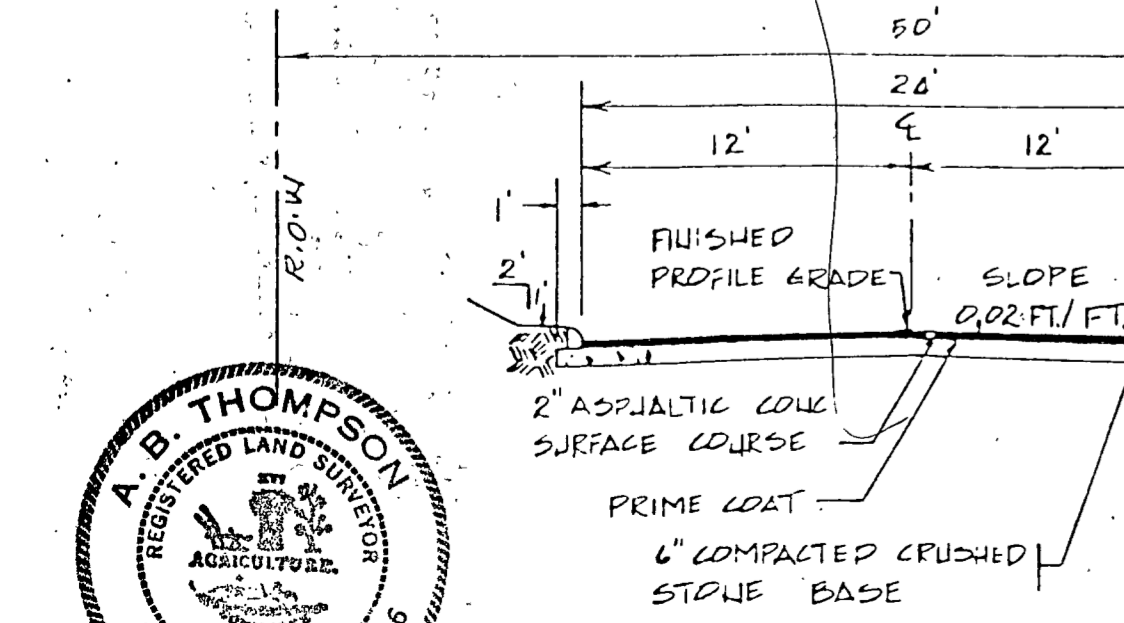
Please note the reserve area on Lot 17. See original approval.

Local Health Authority *Phil Chambers, Env. Specialist*

Date 07-24-89
CERTIFICATE OF OWNERSHIP

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 set-back lines, and dedicate all streets, rights-of-way, walks and easements to public use, and parks and other open spaces to public or private use as noted.

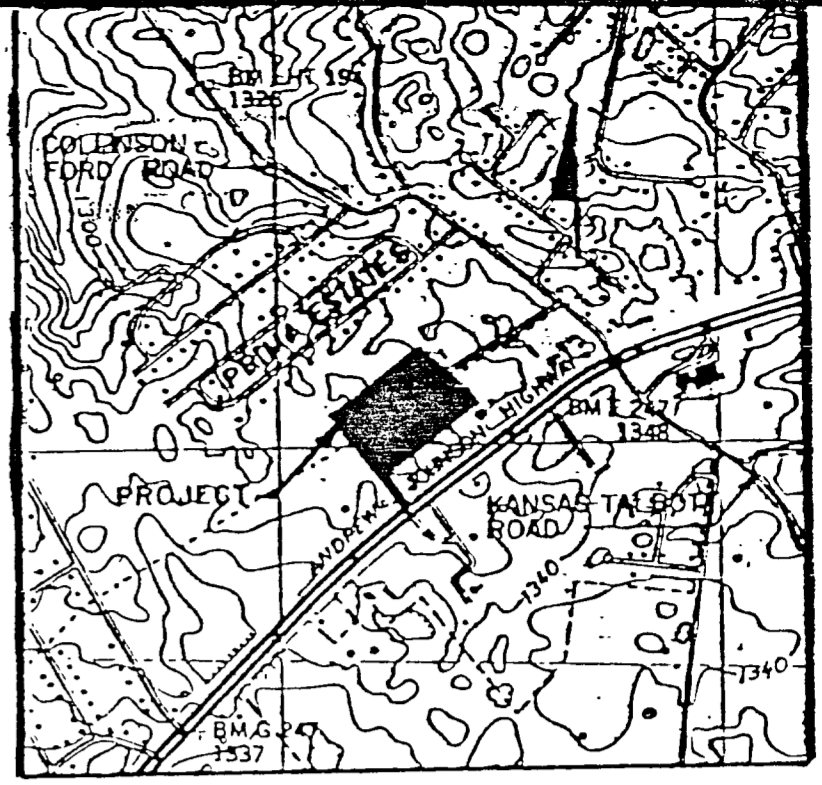
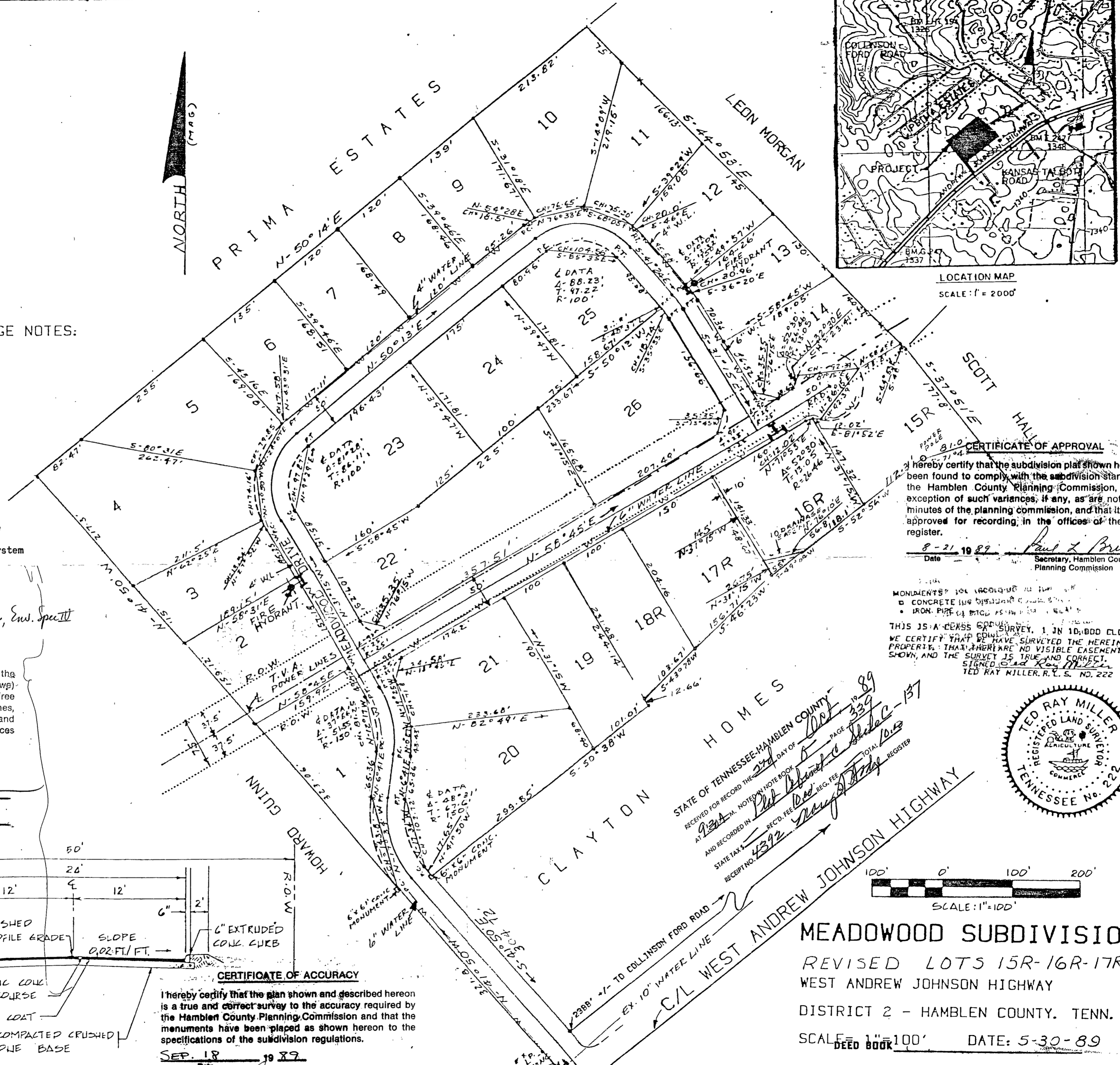
Date 8/24 1989
 Owner
 Owner



CERTIFICATE OF ACCURACY
 I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Hamblen County Planning Commission and that the monuments have been placed as shown hereon to the specifications of the subdivision regulations.
 SEP. 18 1989
 Date
A. B. Thompson
 Registered Surveyor #66

TYPICAL SECTION

HTS

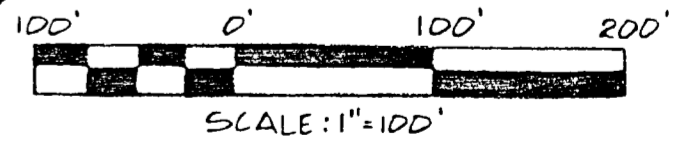
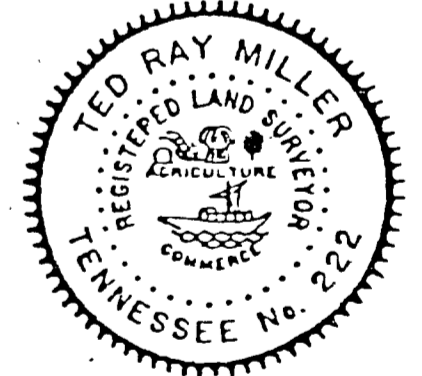


LOCATION MAP
 SCALE: 1" = 2000'

CERTIFICATE OF APPROVAL
 I hereby certify that the subdivision plan shown hereon has been found to comply with the subdivision standards for the Hamblen County Planning Commission, 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 offices of the county register.
 Date 8-21 1989
Paul L. Bruce
 Secretary, Hamblen County Planning Commission

MONUMENTS:
 CONCRETE
 IRON PIPE
 THIS IS A CROSS-COUNTY SURVEY. I IN 10,000 CLOSURE AND WE CERTIFY THAT WE HAVE SURVEYED THE HEREIN DESCRIBED PROPERTY, THAT THERE ARE NO VISIBLE EASEMENTS, EXCEPT AS SHOWN, AND THE SURVEY IS TRUE AND CORRECT.
 SIGNED: *Ted Ray Miller*
 TED RAY MILLER, R.L.S. NO. 222

STATE OF TENNESSEE-HAMBLEN COUNTY
 RECEIVED FOR RECORD THIS 24th DAY OF SEPTEMBER 1989
 AT 9:24 AM. NOTED IN NOTE BOOK PAGE 339
 AND RECORDED IN *Plat 137* REG. FEE \$39.00
 STATE TAX \$43.92
 RECEIPT NO. 4392 TOTAL REGISTER



MEADOWOOD SUBDIVISION
 REVISED LOTS 15R-16R-17R & 18R
 WEST ANDREW JOHNSON HIGHWAY
 DISTRICT 2 - HAMBLEN COUNTY, TENN.
 SCALE 1" = 100' DATE: 5-30-89
 DEED BOOK

89301137C

PAGE
 TED RAY MILLER-SURVEYOR
 KNOXVILLE, TENN. PH-525-8551

NOTE: REVISED 5-30-89 LOTS 15R-16R-17R & 18R.