

Appendix C

PROPERTY LEGAL DESCRIPTIONS

Barrelhead Solar, LLC

Wayne County, Kentucky



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company, a Florida corporation** (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

President

Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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Transaction Identification Data for reference only:

Issuing Office: Fidelity National Title Insurance Co.

Commitment Number: C2107020LKY

Issuing Office File Number: C2107020LKY

Customer Reference Number: Barrelhead Solar- Yvonne Katona

Property Address: Parcel 006-00-00-009.00, Wayne County, KY
Parcel 006-00-00-032.00, Wayne County, KY
Parcel 006-00-00-015.00, Wayne County, KY
Parcel 006-00-00-011.00, Wayne County, KY
Parcel 006-00-00-009.00, Wayne County, KY
Parcel 006-00-00-042.00, Wayne County, KY
Parcel 057-00-00-004.03, Clinton County, KY
Parcel 051-00-00-024.02, Clinton County, KY
Parcel 050-00-00-094.00, Clinton County, KY
Parcel 050-00-00-088.00, Clinton County, KY

SCHEDULE A

1. **Commitment Date:** January 19, 2022, at 08:00 A.M.

2. **Policy to be issued:**

2006 ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement (s) with the vested owners

Proposed Policy Amount: \$100,000.00

3. **The estate or interest in the land described or referred to in this Commitment is:**

FEE SIMPLE

4. **Title to the estate or interest in the Land is at the Commitment date vested in:**

Jeffrey Bertram and Sandra Bertram, husband and wife (PARCEL 1)

Jeffrey E. Bertram and Sandra A. Bertram, married (PARCEL 2)

Jeffrey Bertram and wife Sandra Bertram, married (PARCEL 3 AND 4)

Jeffrey Bertram and wife Sandra Bertram, married (PARCEL 5)

Jeff Bertram (PARCEL 6)

Jeffrey Bertram and Sandra A. Bertram, husband and wife (PARCEL 7)

Jeffrey Bertram and his wife, Sandra A. Bertram (PARCEL 8)

Jeffrey Bertram and his wife, Sandra A. Bertram (PARCEL 9)

5. **The Land is described as follows:**

SEE ATTACHED EXHIBIT A

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. FIDELITY NATIONAL TITLE INSURANCE COMPANY
This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

27C165B

ALTA Commitment for Title Insurance 8-1-16

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Exhibit "A"

PARCEL 1

PID: 006-00-00-009.00, Wayne County, KY

TRACT 1:

On the South side of above tract and south side of Highway #1009.

Beginning at a post at the corner of the fence at the right of way of highway #1009, thence running with the right of way S 74 deg., 13' W 397.25' to the intersection of this right of way with the right of way of another road, said intersection being 25' from the centerline of Highway 1009 and 15' from centerline of another road; thence with this other road right of way S 4 deg., 43" E 104.39' To a steel pipe; thence still with the right of way S 4 deg., 02' W 72.0, S. 18 deg. 32' W 80.61' and S 46 deg. 46' W 23.0' to a post at the fence; thence still with fence and right of way S 54 deg. 01' W 119.75' to a post; thence still with the fence and right of way S 35 deg., 31' W 52.22' to a post; thence still with the right of way and fence S 10 deg., 17' W 297.33' to a large oak at the fence; thence still with the fence and right of way 9 deg. 17' W 290.03' to a post; thence still with the fence and right of way S. 4 deg, 16' W 64.3' to a post; thence still with the fence and right of way S 1 deg., 28' E 96.4 to a post; thence still with the fence and right of way S 4 deg., 58' E 504.98' to a post; thence still with the fence and right of way S 1 deg., 02' W 118.2' to a steel post; thence leaving the fence and the right of way S 84 E 892.5' to a steel post at a fence; thence with this fence N 12 deg., 13' E 829.50' to a large white oak at the fence; thence still with the fence N 19 deg., 47' W 441.28' to a post; thence still with the fence S 83 W. 7.10" to another post; thence still with the fence N 22 deg., 30' W 777.16' to the beginning. Containing 36.17 acres as surveyed by Jack L. Lair LS # 1139 on 12/27/84

Being the same property conveyed to Jeffrey Bertram and Sandra Bertram, husband and wife, by Deed dated April 30, 2010, of record in [Deed Book 337, Page 669](#), in the Office of the Clerk of Wayne County, Kentucky.

TRACT 2:

TRACT I

BEGINNING on a white oak Everette Raines and J.C. Massengale's corner running N 85 W 91 poles to a stone thence S. 10 W 114 poles to a stone west of the public road thence S 85 E 95 poles to a stone at a fence supposed to be Marion Perdews line thence N 8 E 110 poles and ten links to the beginning.

Subject to right of way referred to in deed.

EXCEPTION NO 1.

THERE IS HEREBY EXCEPTED FROM THE ABOVE DESCRIBED TRACT a certain tract or parcel of land lying and being in Wayne County, Kentucky and bounded and described as follows, to-wit:

BEGINNING on an iron pipe at the right of way of Pleasant Ridge road, set this survey, and being located, a reference line, (south 23 deg. 44 min. 44 sec. W 127.79 feet from Southwest corner of barn, also reference line, 8 05 deg. 52 min. 41 sec. W 601.37 feet from the 14th. corner of Tract 2, of Charles W. Shelton as recorded in [Deed Book 191, Page 611](#), in the Wayne County Court Clerk's office; thence leaving said road and running with fence S 67 deg. 08 min. 25 sec. E 106.68 feet to an iron pipe, set this survey; thence S 10 deg. 51 min. 37 sec. W 197.34 feet to an iron pipe, set this survey in the corner of a fence; thence N 89 deg. 54 min. 57 sec. W 157.95 feet to an iron pipe, set this survey; thence N 01 deg. 45 min. 12 sec. E 145.22 feet to an iron pin, set this survey in center of drive at Pleasant Ridge road; thence running the following calls with the right of way of Pleasant Ridge Road, N 70 deg. 24 min. 30 sec. E 43.39 feet to an iron pipe, set this survey N 48 deg. 25 min. 12 sec. E 41.37 feet to an iron pipe, set this survey N 23 deg. 15 min. 21 sec. E 52.09 feet to the beginning. Containing 0.77 acres more or less. Together with and subject to covenants, easements and restrictions of record. Surveyed by J.A. West, LS # 2086, 3/8/95.

EXCEPTION NO. 2:

THERE IS HEREBY EXCEPTED FROM THE ABOVE DESCRIBED TRACT a certain tract or parcel of land lying and being in Wayne County, Kentucky and bounded and described as follows, to-wit:

Beginning on a white oak Everett Rains and J.K. Massengales corner, running N 85 W 66 poles to a small black gum on the East side of the public road thence running with said public road S 6 W 11 poles to a stake on the East side of

said road, still with said public road S 5 E 46 poles to a stone on the East side of said public road; thence leaving said road and running with an agreed line between the first parties and the second parties S 87 ½ E 54 poles to a stake in the outside line and fence; thence running with said outside line and fence N 8 E 54 poles to the place of beginning. Con. 20 5/8 acres, more or less.

TRACT II:

BEGINNING on a rock on the east side of the road, Henry Massengale's corner; thence with his line S 85 E 69 poles to a rock at a lane; thence with the lane South 14 poles to a stake; thence east 1 pole to a stake; thence North 14 poles to a stake; thence S 85 E 26 poles to a rock; thence S 8 W 73 poles and 20 links to a rock; thence N 84 W 9 poles and 10 links to a rock thence S 8 ½ W 13 poles and 15 links to a rock; thence S 88 W 21 poles and 15 links to rock; thence North 70 poles to a stake; thence N 62 ½ W 10 poles to a stake; thence N 2 ½ W 13 poles to a rock; thence N 85 W 30 poles to a rock in the road thence with the road N 10 E W 30 poles to a rock in the road thence with the road N 10 E 20 feet to the beginning. Containing 24 acres more or less.

TRACT III:

BEGINNING on a stake where an elm was called for thence with the fence S 34 ½ E 59 poles to a rock; thence N 88 E 10 poles to a rock; thence N 70 poles to a stake; thence N 62 ½ W 10 poles to a stake; thence N 2 ½ W 13 poles to a rock; thence N 85 W 30 poles to a rock at the road; thence with the road S 10 W 45 poles to the beginning. Containing 17 acres more or less.

TRACT IV:

BEGINNING on a rock on the east side of the road, Henry Massengale's corner thence with his line S 85 E 39 poles and 5 links to a stake thence South 18 poles and 20 links to a rock; thence N 62 ½ W 10 poles to a stake thence N 2 ½ W 13 poles to a rock; thence N 85 W 30 poles to a rock at the road; thence N 10 E 20 feet to the beginning. Containing 1 and 1/10th. acres more or less.

TRACT V:

BEGINNING on a buckeye; thence N 84-1/2 E 80 poles to a rock on the southeast side of the creek; thence S 85 E 36 poles to a post oak and black oak; thence N 3 W 22 poles to a rock and a sugartree and hornbeam, where a dogwood was formerly called for; thence N 71 E 11 poles to a stake; thence N 44 E 50 poles to a stake; thence N 60 E 20 poles to two white oaks on the bank of the creek; thence N 15-1/2 E 15 poles to the mouth of a branch; known as the Warren branch; thence up the Warren branch N 81 W 56 poles to a dogwood; thence N 80 W 106 poles to a rock on A.B. Choate's line; thence S 11-1/2 W 79 poles to a rock at the corner of the garden; thence N 85-1/2 W 5 poles and 21 links to a rock; thence S 10-1/2 W 13 poles and 12 links to a walnut; thence S 88-1/2 W 31 poles and 16 links to a gum and rock; thence S 40 E 26 poles and 13 links to a pin oak; thence S 70 W 17 poles to the beginning. Containing 91 acres, more or less.

Being the same property conveyed to Jeffrey Bertram and his wife, Sandra Bertram, by Deed dated April 30, 2010, of record in [Deed Book 309, Page 791](#), in the Office of the Clerk of Wayne County, Kentucky.

PARCEL 2

Parcel 006-00-00-032.00, Wayne County, KY

Being a tract or parcel of land lying and being in the Buncom Community of Wayne County, Ky., being bounded and described as follows, to wit:

Unless stated otherwise any monument referred to herein as a rebar and cap is a set ½ " x 18" rebar with a red plastic cap stamped A1 Cross L.S. 2614. All bearings stated herein are referred to the magnetic meridian as observed Oct. 31, 2005.

Beginning on a rebar and cap set this survey in the Wester right-of-way of Kentucky. 1009 being 20 feet from centerline at a power pole, said rebar being located South 58 deg. 17 min. 52 sec. East 340.47 feet from the Northeast corner of Fairview Church. Thence, from the beginning and running with the Western right-of-way of Ky. 1009, South 49 deg. 35 min. 57 sec. East 203.00 feet to a rebar and cap in fence and being a corner to Montie Guffey ([DB. 247 Pg. 415](#)) (also being the 1", corner of Tract #2 parent deed). Thence, leaving said right-of-way and running with fence and Montie Guffey's line ([DB. 247 Pg. 415](#)), South 55 deg. 51 min. 41 sec. West 959.49 feet to a rebar and cap in corner of fence, still with fence south 08 deg. 56 min. 30 sec. East 772.06 feet to a rebar and cap. Thence, leaving Guffey' line

and running new lines severing the property of Hazel Rains ([DB 116, Pg. 323](#)) South 63 deg. 38 min. 11 sec. West 290.00 feet passing over a rebar and cap (a reference monument) in all 302.93 feet to a point in center of branch. Thence, running up the meanders of branch the following (10) courses and distances, North 21 deg. 48 min. 00 sec. West 53.64 feet to a point in branch, North 59 deg. 53 min. 00 sec. West 29.44 feet to a point in branch, North 23 deg. 36 min. 08 sec. West 75.48 feet to a point in branch, North 36 deg. 45 min. 40 sec. West 47.16 feet to a point in branch, North 07 deg. 18 min. 00 sec. West 97.94 feet to a point in branch, North 20 deg. 26 min. 40 sec. West 65.58 feet to a rebar and cap in branch, North 38 deg. 53 min. 55 sec. East 166.12 feet to a point in branch, North 04 deg. 57 min. 00 sec. East 69.40 feet to a rebar and cap in branch at spring, North 22 deg. 30 min. 00 sec. East 153.79 feet to a rebar and cap in branch, North 01 deg. 39 min. 17 sec. West 327.57 feet to a rebar and cap in drain with a 14" Wild Cherry witness, still running anew severing line North 53 deg. 33 min. 33 sec. East 958.13 feet to the point of beginning.

Containing 8.96 acres as surveyed by Allen R. Cross Ky. L.S. #2614 on October 31, 2005 and being a part of Tract #1 and Tract #2 of the same property conveyed to Eugene Rains (Deceased) and his wife, Hazel Rains, by Lee A Carter (a Widow) by deed dated Sept. 12, 1963 which is of record in [Deed Book 116, Page 323](#) in the Office of County Court Clerk of Wayne County, Kentucky.

The Grantor herein reserves water rights from spring located neat the 13" corner in the above described tract.

Together with and subject to any easements, restriction and reservations that be of record.

Less and Except that property conveyance, recorded in [Deed Book 103, Page 323](#), in the Office of the Clerk of County, Kentucky.

Being the same property conveyed to Jeffrey E. Bertram and Sandra A. Bertram, married, by Deed dated November 03, 2006, of record in [Deed Book 319, Page 489](#), in the Office of the Clerk of Wayne County,

Being a tract or parcel of land lying and being the Buncom Community of Wayne County, Ky., being bounded and described as follows, to-wit:

Unless stated otherwise any monument referred to herein as a rebar and cap is aset ½" x 18" rebar with a red plastic cap stamped A1 Cross L.S. 2614. All bearings stated herein are referred to the magnetic meridian as observed Oct. 31, 2005.

Beginning on a rebar and cap set this survey in the Western right-of-way of Ky. Hwy. #1009, being 20 feet from centerline at a power pole, said rebar being located South 58 deg. 17 min. 52 sec. East 340.47 feet from the Northeast corner of Fairview Church, also being the 1st. corner of parent deed. Thence, from the beginning and running with the Western right-of-way of Ky. Hwy. 1009, South 49 deg., 35 min., 57 sec., East 203.00 feet to a rebar and cap in fence and being a corner to Montie Guffey ([DB. 247 Pg. 415](#)). Thence, leaving said right-of-way and running with fence and Montie Guffey's line South 55 deg. 51 min. 41 sec. West 959.49 feet to a rebar and cap corner to Montie Guffey. Thence, leaving Guffey's line and running a new line severing the property of Tammy and Jack Rednour ([DB 316, Pg. 499](#)), South 55 deg., 51 min. 41 sec. West 152.00 rebar and cap on bank of branch in the line of Jeff Bertram ([DB 313, Pg. 691](#)). Thence, running with Jeff Bertram's lines North 01 deg. 39 min. 17 sec. West 186.31 feet up drain to a rebar and cap with a 14" Wild Cherry witness. Thence, leaving drain and running North 53 deg. 33 Min. 33 sec. East 958.13 feet to the point of beginning.

Containing 4.18 Acres as surveyed by Allen R. Cross Ky. L.S. #2614 on May 11, 2006.

Being the same property conveyed to Jeffrey E. Bertram and Sandra A. Bertram, married, by Deed dated March 19, 2006, of record in [Deed Book 316, Page 766](#), in the Office of the Clerk of Wayne County, Kentucky.

PARCEL 3

Parcel 006-00-00-015.00, Wayne County, KY

TRACT 1:

BEGINNING in the center of the Buncom Road corner to Mrs. W.S. Shelley and running with her line S 62 ½ W 88 poles to an oak stump pointer dogwood and maple corner to Joe S. Marcum and with his line S. 25° E 26 2/5 poles to a white oak corner to Henry Massengale and Lee Carter; thence with Lee Carters line N 70° E 102 poles to the Buncom Road; thence with Buncom Road 40 ½ poles to the beginning. Excluding 1 acre left for cemetery.

TRACT 2:

BEGINNING on a stone corner to J.C.J. Marcum heirs on Buncom Highway; thence with said highway S 64° E 34 poles and 15 links to a stone; thence leaving the highway and running N 23° E 16 poles and 15 links to the fence and a stone; thence with the fence N 45 ½° W 14 poles and 21 links; N 18° W 8 poles to a cedar corner J.C.J. Marcum Heirs and with their line and fence S 72° W 10 poles and 18 links to a sourwood corner; still the fence S 59° W 17 poles and 15 links to the beginning.

Being the same property conveyed to Jeffrey Bertram and wife Sandra Bertram, married, by Deed dated August 26, 2017, of record in [Deed Book 373, Page 129](#), in the Office of the Clerk of Wayne County.

PARCEL 4

Parcel 006-00-00-011.00, Wayne County, KY

Being a tract or parcel of land lying and being in the Buncom Community of Wayne County, Kentucky, on the waters of Otter Creek, being bounded and described as follows:

Unless stated otherwise any monument referred to herein as a rebar and cap is a set ½" x 18" rebar with a red plastic cap stamped A1 Cross L.S. #2614. All bearing stated herein are referred to the magnetic meridian as observed September 24, 2003.

Beginning on a rebar and cap set this survey in the Southern right-of-way of KY Hwy 1009 and being 20 feet from centerline, said rebar being located North 28 degrees 22 min. 38 sec. West 155.68 feet from the Northwest corner of Joyce Rains residence, also being the 9" corner of parent deed. Thence, from the beginning and running with the line of. Joyce Rains ([DB 214 page 75](#)), South 71 deg 22 min 25 sec West 1378.80 feet passing over a post corner to Charles Shelton ([DB 191 page 611](#)) in all 1385.90 feet to a rebar and cap in the corner of fence. Thence, running with fence and Shelton's line North 19 degrees 28 min 30 sec West 781.81 feet to a rebar and cap in the Southern right-of-way of Ky Hwy 1009. Thence, running the following courses and distances with the Southern right-of-way of Ky Hwy 1009, North 78 degrees 04 min. 25 sec East 574.05 feet to a rebar and cap, North 77 degrees 59 min. 49 sec. East 100.00 feet to a rebar and cap, North 83 degrees 01 min. 49 sec East 105.48 feet to a rebar and cap, South 88 degrees 09 min. 41 sec, East 123.67 feet to a rebar and cap, South 79 degrees 02 min. 02 sec. East 83.49 feet to a rebar and cap, South 71 degrees 21 min. 47 sec. East 78.08 feet to a rear and cap, South 63 deg. 56 min. 59 sec. East 84.80 feet to a rebar and cap, South 58 degrees 29 min. 46 sec, East 39.58 feet to a rebar and cap, South 55 degrees 26 min. 51 sec. East 95.69 feet to a rebar and cap, South 50 degrees 51 min. 48 sec. East 98.51 feet to a rebar and cap, still with said right-of-way South 49 degrees 22 min. 55 sec. East 349.37 feet to the point of beginning. Containing 19.13 acres as surveyed by Allen R. Cross Ky. L.S. #1614 on October 8, 2003.

Being the same property conveyed to Jeffrey Bertram and wife Sandra Bertram, married, by Deed dated September 05, 2017, of record in [Deed Book 373, Page 242](#), in the Office of the Clerk of Wayne County, Kentucky.

PARCEL 5

Parcel 006-00-00-042.00, Wayne County, KY

TRACT 1:

A CERTAIN TRACT OF LAND LYING AND BEING IN THE ALPHA COMMUNITY OF WAYNE COUNTY, KENTUCKY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: UNLESS OTHERWISE STATED, ANY MONUMENT REFERRED TO HEREIN AS A "REBAR" AND CAP IS A 5/8 REBAR WITH A YELLOW PLASTIC IDENTIFICATION CAP STAMPED "JIM WEST, P.L.S. 2086" ALL BEARINGS STATED HEREIN WERE BASED ON A MAGNETIC OBSERVATION TAKEN IN THE FIELD ON 12-12-14.

BEGINNING ON A ½ INCH REBAR FOUND WITH CAP STAMPED AL CROSS P.L.S. 2614, IN THE NORTHERN RIGHT-OF-WAY OF OLD HIGHWAY 90, SAID RIGHT-OF-WAY HAVING A TOTAL WIDTH OF 60 FEET, BEING A CORNER TO THE PARENT TRACT, [DEED BOOK 353 PAGE 679](#), AND BEING A CORNER TO JEFFREY AND SANDRA BERTRAM, DEED BOOK 360 PAGE 68, THENCE, LEAVING SAID RIGHT- OF-WAY WITH THE LINE OF BERTRAM, N 12 DEG. 02 MIN. 29 SEC. E., 110.97 FEET TO A REBAR AND CAP, THENCE, N 12 DEG. 55 MIN. 25 SEC. E., 380.12 FEET TO A REBAR AND CAP, THENCE, S 50 DEG. 10 MIN. 53 SEC. W., 185.24 FEET TO A REBAR AND CAP IN THE LINE OF BERTRAM AND BEING A NEW CORNER TO THE LANDS OF THE GRANTOR, THENCE, LEAVING BERTRAM AND SEVERING THE LANDS OF THE GRANTOR AND FOLLOWING A BLACK PLANK FENCE, S. 14 DEG. 02 MIN. 09 SEC. E., 232.92 FEET TO A REBAR AND CAP AT THE WEST BASE OF A

SQUARED POST, THENCE, S 00 DEG. 56 MIN. 33 SEC. W., 7.10 FEET TO A REBAR AND CAP AT THE WEST BASE OF A SQUARED POST, THENCE, S 09 DEG. 44 MIN. 35 SEC. W., 128.80 FEET TO THE BEGINNING AND CONTAINING 0.48 ACRES BY SURVEY.

Being the same property conveyed to Jeffrey Bertram and wife Sandra Bertram, married, by Deed dated February 05, 2015, of record in [Deed Book 360, Page 233](#), in the Office of the Clerk of Wayne County.

TRACT 2:

Unless otherwise stated any monument referred to herein as a rebar and cap is a 5/8" x 18" rebar with a yellow plastic survey cap stamped "Jim West, P.L.S. No. 2086". All bearings stated herein are referred to the magnetic meridian as observed 11/06/07.

TRACT ONE:

BEGINNING at a rebar and cap, being a corner to Robert H. Marcum parent tract ([DB 123, PG 308](#) and [DB 213, PG 407](#)) at the r/w of old Hwy 90 (60' r/w), said rebar and cap being located a reference line of S 43° 56' 49" E 15.37 feet from the Southeast corner of a garage. Thence from the beginning, with the right of way S 78° 01' 01" W 126.75 feet to a rebar and cap still at said r/w. Thence leaving said r/w the following two severing calls: N 12° 55' 13" W 215.35 feet to a rebar and cap; thence N 77° 14' 45" E 132.31 feet to a "found" rebar with no cap in the line of Neal and Katie Nissley ([DB 253, PG 322](#)). Thence with said Nissley line and also with the line of Nancy Haas ([DB 320, PG 266](#)) S 11° 27' 00" E 217.15 feet to the point of the beginning. Containing 0.64 acres, more or less, together with and subject to covenants, easements, and restrictions of record.

TRACT TWO:

BEGINNING at a rebar and cap, being a corner to Robert H. Marcum parent tract ([DB 123, PG 308](#) and [DB 213, PG 407](#)) at the r/w of old Hwy 90 (60' r/w), said rebar and cap being located a reference line of S 78° 01' 01" W 126.75 feet from a rebar and cap, being a corner to Billy and Brenda Cooper ([DB 152, PG 256](#)). Thence from the beginning with said r/w S 78° 01' 01" W 214.32 feet to a "found" rebar with no cap still at said r/w. Thence leaving said r/w the following severing calls: N 08° 02' 09" W 209.50 feet to an existing rebar and cap stamped "Jim West, P.L.S. 2086". Thence N 76° 10' 33" E 196.48 feet to a rebar and cap. Thence S 12° 55' 13" E 215.35 feet to the point of beginning. Containing 1.00 acre, more or less, together with and subject to covenants, easements and restrictions of record.

EXCEPTION NO. 1:

There is hereby excepted all of Tract One above and Part of Tract Two above and not conveyed a certain tract or parcel of land conveyed to James Cummings and his wife, Debbie Cummings by Neal Nissley and his wife, Katie Nissley by deed dated January 26, 2008, and of record in [Deed Book 331, Page 544](#) and bounded and described as follows, to-wit:

Being a tract or parcel of land lying and being in the Alpha Community of Wayne County, Kentucky, being bounded and described as follows, to-wit"

Unless stated otherwise any monument referred to herein as a rebar and cap is a set ½" x 18" rebar with a red plastic cap stamped Al Cross L.S. 2614. All bearings stated herein are referred to the magnetic meridian as observed June 21, 2001.

Beginning on a rebar and cap set this survey in the North right-of-way of Old Highway 90, being 30 feet from centerline and being a corner to Nancy Haas ([DB 320, PG 266](#)) said rebar being located South 44 deg. 12 min. 43 sec. East 15.40 feet from the Southeast corner of garage and apartment building. Thence, from the beginning and running with the Northern right-of- way of Old Hwy. 90, South 78 deg. 01 min. 01 sec. West 126.75 feet passing over a p.k. nail (found) in pavement and being the original corner to Tract #1 and #2, in all 215.75 feet to a rebar and cap set this survey. Thence, leaving said right-of-way and running new lines severing Tract #2, Neal Nissley ([DB 326, PG 73](#)), North 10 deg. 50 min. 01 sec. West 50.95 feet to a rebar and cap, North 15 deg. 13 min. 20 sec. East 184.81 feet to a 5/8" rebar and cap (found) stamped Jim West L.S. #2086 in the line of Tract #3. Thence, running with the fence and line of Tract #3, Neal Nissley ([DB 326, PG 73](#)), North 77 deg. 13 min. 45 sec. East 132.31 feet to a ½ " rebar (found) in corner of fence and the line of Neal Nissley ([DB 253, PG 322](#)). Thence, running with the line of Neal Nissley in part with the line of Nancy Haas ([DB 320, PG 266](#)) South 11 deg. 26 min. 55 sec. East 217.15 feet to the point of beginning. Containing 0.91 acres as surveyed by Allen

R. Cross Ky. L.S. #2614 on January 14, 2009. Together with and subject to any easements, restrictions and reservations that be of record.

EXCEPTION NO. 2:

There is hereby excepted from Tracts One and Two above and not conveyed a certain tract or parcel of land conveyed to Michael Jake Guffey by Neal Nissley and his wife, Katie Nissley by deed dated June 4, 2010, and of record in [Deed Book 338, Page 308](#) and bounded and described as follow, to-wit:

BEGINNING at a 5/8" x 18" rebar with a plastic cap stamped "Jim West, 2086," thence N 76° 10' 33" E 196.48' to a rebar with no cap; thence S 12° 55' 13" E 215.35' to a rebar with no cap at Old Kentucky Highway No. 90; thence S 78° 01' 01" W 214.32' with Old Kentucky Highway 90 to a rebar with no cap; thence N 08° 02' 09" W 209.50' to the point of beginning. Containing 1.00 acre by survey.

EXCLUSION: There is excluded, and not hereby conveyed, a portion of the above-described land, same being described as follows:

Consisting of 0.91 acres and a new survey of Tract 1 of and a portion of Tract #2 of the same property conveyed Neal Nissley and his wife, Katie Nissley, by deed dated December 18, 2007, of record at [Deed Book 326, Page 73](#), Wayne County Court Clerk's Office, Kentucky.

Subject to the following right-of-way easements:

- 1) To City of Monticello, dated April 25, 1994, of record at [Book 245, Page 355](#).
- 2) To City of Monticello, dated April 25, 1994, of record at [Book 245, Page 373](#).
- 3) To City of Monticello, dated April 25, 1994, of record at [Book 245, Page 376](#).

TRACT THREE:

BEGINNING at a "found" rebar with no cap in the line of Robert H. Marum ([DB 123, PG 308](#) and [DB 213, PG 407](#)), also in the line of Neal and Katie Nissley ([DB 253, PG 322](#)), said rebar being located a reference line of N 11° 27' 00" W 217.15 feet from a rebar and cap, being a corner to Billy and Brenda Cooper ([DB 152, PG 256](#)). Thence from the Beginning the following severing calls: S 77° 14' 45" W 132.31 feet to a rebar and cap. Thence S 76° 10' 33" W 196.48 feet to an existing rebar and cap stamped "Jim West, P.L.S. 2086". Thence S 08° 02' 09" E 209.50 feet to a "found" rebar with no cap at the r/w of old Hwy 90. Thence with said r/w a curve to the right an arc distance of 59.84 feet, with a radius of 543.56 feet and a chord of S 80° 34' 37" W 59.82 feet to a rebar and cap, being the P.T. Thence leaving said right-of-way the following severing calls: N 17° 16' 50" W 114.99 feet to a rebar and cap. Thence N 84° 24' 53" W 133.95 feet to an existing rebar and cap stamped "Jim West, P.L.S. 2086". Thence N 75° 40' 44" W 129.56 feet to a rebar and cap in the line of Danny Keith Shelton ([DB 260, PG 49](#)). Thence with said Shelton line N 05° 46' 09" W 177.83 feet to a 36" sycamore, being a corner to Neal and Katie Nissley ([DB 253, PG 322](#)). Thence with said Nissley line the following calls: N 47° 54' 39" E 568.20 feet to an existing rebar and cap stamped "A1 Cross, P.L.S. 2614". Thence N 83° 16' 03" E 155.09 feet to an existing rebar and cap stamped "A1 Cross, P.L.S. 2614". Thence S 10° 57' 56" E 445.55 feet to the point of beginning. Containing 5.89 acres, more or less, together with and subject to covenants, easements and restrictions of record.

TRACT FOUR:

BEGINNING at a rebar and cap in the line of Robert H. Marcum Parent Tract ([DB 123, PG 308](#) and [DB 213, PG 407](#)) also being a corner to Danny Keith Shelton ([DB 260, PG 49](#)) said rebar and cap being located a reference line of S 05° 46' 09" E 177.83 feet from a 36" sycamore, being a corner to James B. and Helen Smith ([DB 171, PG 288](#)). Thence from the Beginning the following severing calls: S 75° 40' 44" E 129.56 feet to an existing rebar and cap stamped "Jim West, P.L.S. 2086". Thence S 84° 24' 53" E 133.95 feet to a rebar and cap. Thence S 17° 16' 50" E 114.99 feet to a rebar and cap at the r/w of Old Hwy 90. Thence with said r/w with a curve to the right, and arc distance of 176.21 feet with a radius of 543.56 feet and a chord of N 86° 58' 55" W 175.44 feet to the P.T., being a "found" rebar with no cap. Thence still with said r/w with a curve to the right an arc distance of 98.15 feet with a radius of 543.56 feet and a chord of N 72° 31' 19" W 98.02 feet to the P.T., being a rebar and cap, a corner to Danny Keith Shelton ([DB 260, PG 49](#)). Thence with said Shelton line N 11° 49' 04" W 118.72 feet to the point of beginning. Containing 0.70 acre, more or less, together with and subject to covenants, easements and restrictions of record.

EXCEPTION NO. 3:

There is hereby excepted from Tracts Three and Four above and not conveyed a certain tract or parcel of land conveyed to Karen Shelton, an unmarried woman, by Neal Nissley and his wife, Katie Nissley by deed dated December 12, 2008, and of record in [Deed Book 331, Page 199](#) and bounded and described as follows, to-wit:

Being a tract or parcel of land lying and being in the Alpha Community of Wayne County, Kentucky, being bounded and described as follows, to-wit:

Unless stated otherwise any monument referred to herein as a rebar and cap is a set ½" x 18" rebar with a red plastic cap stamped AI Cross L.S. 2614. All bearings stated herein were correlated to existing monumentation found.

Beginning on a rebar and cap set this survey in the northern right-of-way of Old Ky. Hwy #90 being located 30.00 feet from the centerline, said rebar being located North 43 deg 31 min 34 sec West 209.44 feet from the northwest corner of Rector's block garage. Thence, from the beginning and running with the northern right-of-way of Old Hwy. #90 along a curve to the right an arc distance of 52.02 feet with a radius of 543.56 feet and a cord of North 07 deg 05 min 25 sec West 52.00 feet to a 5/8" rebar and cap (found) stamped Jim West #2086 and being a corner to Danny K. Shelton ([DB 260, PG 49](#)). Thence, leaving said right-of-way and running with the lines of Danny Shelton, North 11 deg 49 min 04 sec West 118.72 feet to a 5/8" rebar (found) in fence, North 05 deg 46 min 09 sec West 117.83 feet to a rebar and cap set at the base of a 36" sycamore being a corner to Neal Nissley ([DB 253, PG 322](#)). Thence, leaving Shelton's line and running with the fence and Nissley's line, North 47 deg 54 min 39 sec East 256.50 feet to a rebar and cap set in the fence. Thence, leaving fence and running new lines severing the property of Neal and Katie Nissley ([DB 326, PG 73](#)), South 12 deg 36 min 50 sec West 380.12 feet to a rebar and cap set in fence, South 08 deg 18 min 24 sec West 113.00 feet to the point of beginning. Containing 1.00 acre as surveyed by Allen R. Cross Ky. LS. #2614 on November 25, 2008.

TRACT FIVE:

A certain tract or parcel of land lying and being in Wayne County, Kentucky in the Alpha Community and being more fully bounded and described as follows, to-wit:

BEGINNING on an iron pipe set this survey on North side of old road, said pipe being a reference line North 84 deg. 07 min. 11 sec. East 67.58 feet from Northeast corner of Edna Denney house, and also a reference line North 58 deg. 03 min. 02 sec. East 279.77 feet from Southeast corner of the old Bertram store building. Thence, leaving said road and running new lines severing the lands of Edna Denney with yard fence the following calls, North 37 deg. 51 min. 49 sec. West 92.86 feet to an iron pipe set this survey, South 59 deg. 09 min. 25 sec. West 73.91 feet to an iron pipe set this survey, North 37 deg. 53 min. 22 sec. West 65.42 feet to an iron pipe set this survey, South 54 deg. 29 min. 35 sec. West 126.37 feet to an iron pipe set this survey in fence and Robert H. Marcum line ([DB 213, PG 407](#)) running with fence and Marcums line North 11 deg. 16 min. 59 sec. West 485.90 feet to an iron pipe set this survey in corner of fence. Thence, still with fence South 82 deg. 51 min. 46 sec. West 154.89 feet to an iron pipe set this survey. Still with fence South 47 deg. 55 min. 48 sec. West 568.10 feet to a 30 inch sycamore in corner of fence. Thence, leaving Robert Marcum's line and running the following calls with fence along west side of small branch, the following calls, North 04 deg. 50 min. 46 sec. East 151.74 feet to a poplar, North 00 deg. 47 min. 46 sec. West 134.59 feet to a dogwood, North 09 deg. 03 min. 48 sec. East 108.81 feet to an iron pipe set this survey at a cross fence, North 02 deg. 27 min. 32 sec. East 99.01 feet to a cedar, North 23 deg. 35 min. 40 sec. East 62.02 feet to a large pine, North 10 deg. 16 min. 53 sec. East 104.23 feet to an iron pipe set this survey, North 03 deg. 21 min. 00 sec. East 47.37 feet to a pine, North 06 deg. 01 min. 53 sec. West 124.15 feet to a cedar, North 17 deg. 22 min. 23 sec. West 135.99 feet to an iron pipe set this survey, North 25 deg. 51 min. 49 sec. West 49.24 feet to a red oak, North 42 deg. 39 min. 10 sec. West 32.79 feet to a double dogwood, North 15 deg. 58 min. 36 sec. West 62.52 feet to a cedar, North 19 deg. 56 min. 05 sec. West 94.04 feet to an iron pipe set this survey in fence and being a corner to Cecil Burnett. ([DB 199, PG 158](#)) Thence, leaving said branch and running and following calls with fence and Cecil Burnett's line, South 87 deg. 40 min. 32 sec. East 504.30 feet to an existing set stone, South 26 deg. 24 min. 32 sec. East 218.25 feet to an existing set stone, North 77 deg. 52 min. 27 sec. East 743.10 feet to an iron pipe set this survey, North 74 deg. 31 min. 00 sec. East 616.38 feet to an iron pipe set this survey in corner of fence, Thence, leaving said Burnett's line and running the following calls with the right-of-way of Ky. 1009, South 16 deg. 34 min. 20 sec. East 77.55 feet to an iron pipe set this survey, South 09 deg. 13 min. 43 sec. East 105.22 feet to an iron pipe set this survey South 06 deg. 19 min. 47 sec. East 62.65 feet to an iron pipe set this survey, South 04 deg. 19 min. 30 sec. East 350.66 feet to an iron pipe set this survey, South 02 deg. 39 min. 06 sec. East 137.44 feet to an iron pipe set this survey, South 03 deg. 59 min. 54 sec. East 243.59 feet to an iron pipe set this survey. Thence, leaving said right-of-way Ky. 1009 and running the following calls with fence along the North side of old dirt road South 85 deg. 19 min. 20 sec. West 411.37 feet to an iron pipe set this survey, South 76 deg. 11 min. 06 sec. West 84.46 feet to an iron pipe set this survey, South 66 deg. 57 min. 47 sec. West 106.48 feet to an iron pipe set this survey, South 60 deg. 23 min. 52 sec. West 158.16 feet to an iron pipe set this survey South 47 deg. 24 min. 42 sec. West 135.55 feet to an iron pipe set this survey, South 61 deg. 00 min. 17 sec. West 128.83 feet to an iron pipe set this survey, South 48 deg. 32 min. 10 sec. West 100.06 feet to the point of beginning. Containing 41.03 acres as surveyed by Allen R. Cross, Ky. L.S. 2614, 9/14/96. The above described tract subject to any easements, restrictions and reservations that may be of record.

EXCEPTION NO. 4:

There is hereby excepted from Tract Five above and not conveyed a certain tract or parcel of land conveyed to Pleasant Ridge Mennonite Church by Neal Nissley and his wife, Katie Nissley by deed dated December 10, 1997, and of record in [Deed Book 260, Page 656](#) and bounded and described as follows, to-wit:

BEGINNING on an existing 1/2" iron pipe at the right-of-way of Ky. Hwy. No. 1009, said iron pipe being the 31st corner of parent deed, also a reference line South 51 deg. 03 min. 28 sec. West 101.40 feet from Southwest corner of Neal Nissley residence, also a reference line South 61 deg. 22 min. 08 sec. East 377.57 feet from Southeast corner of Pleasant Ridge Mennonite Church. Thence, leaving said right-of-way and running the following calls with fence along the North side of old dirt road South 85 deg. 19 min. 20 sec. West 411.37 feet to an existing 1/2" iron pipe, South 76 deg. 11 min. 06 sec. West 84.46 feet to an existing 1/2" iron pipe, South 66 deg. 57 min. 47 sec. West 106.48 feet to an existing 1/2" iron pipe, South 60 deg. 23 min. 53 sec. West 46.39 feet to an iron pipe set this survey. Thence, leaving fence and running new lines severing the lands of Neal Nissley the following calls North 01 deg. 41 min. 02 sec. West 392.98 feet to an iron pipe set this survey. North 82 deg. 21 min. 10 sec. East 625.15 feet to an iron pipe set this survey at the right-of-way of Hwy. 1009. Thence, running with said right-of-way South 02 deg. 39 min. 06 sec. East 114.82 feet to an iron pipe set this survey, still with said right-of-way South 03 deg. 59 min. 54 sec. East 243.59 feet to the point of beginning. Containing 5.06 acres as surveyed by Allen R. Cross, Ky. L.S. No. 2614 8/23/97. The above described tract subject to any easements, restrictions and reservations that be of record.

Note all corners in the above description labeled set this survey are 3/4" iron pipe 18" along with red survey caps stamped AI Cross L.S. 2614.

Less and Except that property conveyance, recorded in [Deed Book 260, Page 656](#), in the Office of the Clerk of County, Kentucky.

Less and Except that property conveyance, recorded in [Deed Book 331, Page 544](#), in the Office of the Clerk of County, Kentucky.

Less and Except that property conveyance, recorded in [Deed Book 338, Page 308](#), in the Office of the Clerk of County, Kentucky.

Being the same property conveyed to Jeff Bertram and his wife Sandra A. Bertram, married, by Deed dated March 19, 2006, of record in [Deed Book 360, Page 68](#), in the Office of the Clerk of Wayne County, Kentucky.

PARCEL 6

Parcel 057-00-00-004.03, Clinton County, KY

Beginning on a post on the South side of the black top road and on the West side of a gravel road, this is the Northwest point of the subject tract; thence with the South and Southeast side of the blacktop road as follows: North 86 degrees 30 minutes East 18 feet, North 73 degrees 30 minutes East 100 feet, North 70 degrees 30 minutes East 50 feet, North 52 degrees 00 Minutes East 50 feet, North 32 degrees 00 minutes East 27 feet to a post in a line of Henry Massengale's, thence with same, South 30 degrees 30 minutes East 1020 feet to a point in the center of a gravel road, thence with the center of said road as follows: South 70 degrees 00 minutes West 47 feet, South 54 degrees 30 minutes West 100 feet, South 55 degrees 00 minutes West 100 feet, North 61 degrees 00 minutes West 98 feet, North 52 degrees 30 minutes West 100 feet, North 34 degrees 15 minutes West 100 feet, North 27 degrees 00 minutes West 100 feet, North 39 degrees 20 minutes West--100 feet, thence leaving the gravel road South 65 degrees 00 minutes West 59 feet crossing an old road bed to a corner of Everett Neal's, thence with same North 22 degrees 45 minutes West 239 feet, thence North 10 degrees 00 minutes West 350 feet to the point of beginning, containing 7.38 acres, more or less, by survey.

Subject to easement, conditions, and restrictions of record and/or in existence.

Being the same property conveyed to Jeff Bertram, by Deed dated February 25, 2015, of record in [Deed Book 153, Page 769](#), in the Office of the Clerk of Clinton County, Kentucky.

PARCEL 7

Parcel 050-00-00-088.00, Clinton County, KY

TRACT 1:

Beginning on a stone on the north edge of the Henry Massengale road, which stone is East of the John W. Clark house, a new corner to the lands retained by the Grantors, thence with the north right-of-way of said road East 283 feet to a stone in the T. H. Guffey line, thence with the T. H. Guffey line North 03 degrees East 1174 feet to a stone in the Frank Pierce line, thence with said line North 85 degrees West 634 feet to a stone at the Sheard Pierce corner, thence with the Sheard Pierce line South 02 degrees West 189 feet to a stone, thence with said line South 35 degrees West 55 feet to a stone, thence South 70 degrees East a new line severing the lands of the Grantors 886 feet to the beginning.

Being the same property conveyed to Jeffrey Bertram and Sandra A. Bertram, husband and wife, by Deed dated June 1, 2007, of record in [Deed Book 153, Page 769](#), in the Office of the Clerk of Clinton County, Kentucky.

TRACT 2:

BEGINNING on a rock, J. T. Guffey's corner in the fourth tract; thence with the old road and Henry Massengale's line N 10 E 88 poles to a rock; thence with the old road gravel road; thence with the right of way N 2 E 11 poles to a stake, corner to Stanley Marcum; thence with a line of same N 72 W 36 poles to a rock; thence with same N 52 W 39 poles to a rock, corner to James Taylor; thence with a line of same S 48 W 35 poles to a rock, corner to Sam Taylor; thence with Sam Taylor's line S 54 W 65 poles to a rock; thence N 77 W 36 poles to a rock, corner of Guy Burris; thence with Burris line S 23 E 51-1/2 poles to a corner of Pete Massengale; thence with his line S 80 E 80 poles to a rock; thence with same S 36 E 21 poles to a rock, J. W. Guffey's corner; thence with a line of same J. T. Guffey, N 81 E 59 poles to the beginning. Containing 91 acres, more or less.

Less and Except that property Conveyance, recorded in [Deed Book 136, Page 612](#), in the Office of the Clerk of Clinton County, Kentucky

Being the same property conveyed to Bill Taylor and his wife, Vickie, by Deed dated June 1, 2007, of record in [Deed Book 88, Page 132](#), in the Office of the Clerk of Clinton County, Kentucky.

PARCEL 8

Parcel 050-00-00-094.00, Clinton County, KY.

TRACT ONE:

BEGINNING on a rock on Sheard Pierce line, thence a straight line to Mary Clark line a rock, thence runs partly with line, parties agree to straighten the fence with the line, thence E to a poplar on Mary Clark's line, thence E to a rock on John Wallace line, thence E to T.H. Guffey's line a corner to a rock on

the public road, thence N with the road to a rock, thence W to a rock a corner, thence NE to a rock on Frank Pierce line, thence W with Frank Pierce line to a rock on Sheard Pierce corner, thence SW with Sheard Pierce line to a rock, thence SW to a rock and poplar stump, thence S to a rock, thence W to a chestnut and rock, thence S to a chestnut and rock, thence with Sheard Pierce line to the beginning corner.

TRACT TWO:

BEGINNING on a rock in the road in front of Sherrod Pierce's house, thence running with said road South 77 West 65 poles to a rock in said road in the Owens line, thence with the Owens line South 50 East 30 poles to a poplar, thence South 10 West 102 poles to the B.D. Owens and Mary Clark corner, thence South 65 East 20 poles and 10 links to a rock, the Mary Clark corner, thence North 77 East 48 poles to a rock, thence North 3 West 131 poles to the beginning. Containing forty (40) acres, more or less.

EXCEPTION:

There has heretofore been sold and conveyed to Elmer Massengale and Bonnie Massengale by the first parties certain real estate out of the above described acreage, said deed of conveyance bearing date of July 3, 1969 and of record in the Office of the Clerk of the Clinton County, Kentucky Court in [Deed Book 51, Page No. 557](#).

BEGINNING on a stone, a corner between the first parties and the second parties herein and running thence a South course 2 chains and .07 links to a stone, a corner between the first parties and second parties herein; thence running an East course 3 chains and .21 links to a stone, thence a North course 1 chain and .74 links to a stone, thence running a West course 3 chains and .75 links to the place of beginning. Containing .66 acres, more or less.

TRACT THREE:

BEGINNING on a stone, near a black oak tree, a corner between the first parties herein and the second parties herein and running thence a South course 5 chains, and 21 links to a stone, a corner between the first parties and second parties hereto; thence running an East course 2 chains and 58 links to a stone; thence running a North course 5 chains and .61 links to the beginning. Containing .69 acres, more or less.

EXCEPTION TO TRACTS I AND III:

THERE IS HEREBY EXCEPTED from Tracts I and III the following described parcel previously conveyed by John W. Clark, et ux to Everett L. Neal, et ux, by deed dated February 23, 1978 and of record in the aforesaid Clerk's Office in [Deed Book 60, Page 179](#) and by corrected deed of record in [Deed Book 78, at Page 78](#) and of record in the Clinton County Court Clerk's Office.

BEGINNING on a stone on the North edge of the Henry Massengale road, which stone is East of the John W. Clark house, thence crossing said road and with a new line severing the lands of the Grantors (which new line severs Tract I of the hereinafter described deed) South 4 deg. East 333 feet to a stone, thence continuing with said new line South 89 deg. West 150 feet to a stone, thence continuing with said new line South 14 deg. East 224 feet to a stone (referred to in the Clark deed as the T.H. Guffey line) thence with said T.H. Guffey line East 500 feet to a stone at the West side of the old public road, thence with said public road North 18 deg. West 584 feet to a stone on the south side of the Henry Massengale road, thence West with said road 30 feet to a stone, thence crossing said road North 3 deg. East 1,212 feet to a stone in the Frank Pierce line, thence with said line North 85 deg. West 634 feet to a stone at Sheard Pierce corner, thence with said Sheard Pierce line South 2 deg. West 189 feet to a stone, thence with said Sheard Pierce line South 35 deg. West 487 feet to a stone and black oak tree (which black oak tree is called for in Tract III of the Clark deed), thence leaving the Tract I boundary and running with the Tract III boundary (line of Pete Massengale) South 7 deg. West 5 chains and 21 links to a stone at the North side of the aforesaid Henry Massengale road, thence leaving said Tract III boundary and running with said Henry Massengale road East 481 feet to the beginning.

Being the same property conveyed to Jeffrey Bertram and his wife, Sandra A. Bertram, by Deed dated June 14, 2019, of record in [Deed Book 164, Page 143](#), in the Office of the Clerk of Clinton County, Kentucky.

PARCEL 9

Parcel 051-00-00-024.02, Clinton County, KY,

TRACT ONE:

Beginning at a rebar at a fence on the property line between Tucker and Owens, with survey cap of G. Dabney, L.S. 2206, said corner being 97' from a cross fence between Tucker and Clark; thence from the beginning corner severing the property of Owens N 78 deg 45' 02" W 592.61' to a rebar and post approximately 15' from the centerline of Pleasant Ridge Road, thence with the r/w of said road 4 calls: N 21 deg 25' 30" E 154.0; N 10 deg 26' 30" E 398'; N 13 deg 26' 13" E 470'; and N 07 deg 06' 49" E 272' to a post and rebar about 15' from centerline said road; thence severing the lands of Owens S 82 deg. 34' 52" E 675.94' to a rebar at the fence; thence with the fence, Clark's line, S 15 deg 36' 10" W 1242.47' to Clark and Tucker's corner at a fence corner; thence with the fence, Tucker's line, S 15 deg 36' 10" W 97' to the beginning containing 18.575 acres; surveyed on April 07, 2000 by Gary Dabney, L.S. 2206.

Being the same property conveyed to Jeffrey Bertram and his wife, Sandra A. Bertram, by Deed dated June 14, 2019, of record in [Deed Book 149, Page 655](#), in the Office of the Clerk of Clinton County,



SCHEDULE B, PART I Requirements

Commitment No.: C2107020LKY

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

(a) Deed from Jeffrey Bertram and Sandra Bertram, husband and wife to Purchaser with contractual rights under a purchase agreement (s) with the vested owners conveying the property described herein in fee simple, free and unencumbered.

5. Pay the full consideration to, or for the account of, the grantors or mortgagors.
6. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
9. If a policy is issued, a Wayne County premium tax of 5% of the premium MUST be collected in addition to the premium.

As to Parcel 2:

10. Pay and have released of record Mortgage to secure \$22,500.00, in favor of Citizens Bank of Cumberland County, dated May 19, 2006 and recorded on May 25, 2006, and recorded in [Mortgage Book 294, Page 106](#), in the Office of the Clerk of Wayne County, Kentucky.

As to Parcel 7:

11. Pay and have released of record Mortgage to secure \$66,855.95, in favor of Peoples Bank & Trust Company, dated November 12, 2011, and recorded in Mortgage [Book 358, Page 643](#), in the Office of the Clerk of Wayne County, Kentucky; and recorded in Mortgage [Book 162, Page 264](#), in the Office of the Clerk of Clinton County, Kentucky.
12. Pay and have released of record Mortgage to secure \$154,744.28, in favor of Peoples Bank & Trust Co, dated February 25, 2002, of record in Mortgage [Book 109, Page 118](#), in the Office of the Clerk of Clinton County, Kentucky; and of record in **Mortgage Book 226, Page 442**, in the Office of the Clerk of Wayne County, Kentucky. Partial Release of record in Mortgage [Book 140, Page 315](#) and Mortgage [Book 142, Page 353](#), both in the Office of the Clerk of Clinton County, Kentucky.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B, PART I
Requirements (Continued)**

Commitment No.: C2107020LKY

13. Pay 2021 State, County, School and other real estate taxes. Bill #7512. The amount to pay in February 2022 is \$177.64.

As to Parcel 8:

14. Pay and have released of record Mortgage to secure \$254,846.00, in favor of Credit Mid-America, FLCA, dated June 14, 2019 and recorded on June 17, 2019, and recorded in [Mortgage Book 192, Page 374](#), in the Office of the Clerk of Clinton County, Kentucky.

**TAX INFORMATION
SHOWN FOR INFORMATION ONLY:**

PARCEL 1

[MID# 006-00-00-009.00](#)

2021 State and Wayne County taxes, amount due \$640.77, Paid.
Assessed Valuation: \$ 66,668.00

PARCEL 2

[MID# 006-00-00-032.00](#)

2021 State and Wayne County taxes, amount due \$204.78, Paid.
Assessed Valuation: \$ 21,320.00

PARCEL 3

[MID# 006-00-00-015.00](#)

2021 State and Wayne County taxes, amount due \$385.64, Paid.
Assessed Valuation: \$ 40,200.00

PARCEL 4

[MID# 006-00-00-011.00](#)

2021 State and Wayne County taxes, amount due \$ 249.85, Paid.
Assessed Valuation: \$ 26,052.00

PARCEL 5

[MID# 006-00-00-042.00](#)

2021 State and Wayne County taxes, amount due \$179.69, Paid.
Assessed Valuation: \$ 18,727.00

PARCEL 6

[MID# 057-00-00-004.03](#)

2021 State and Clinton County taxes, amount due \$33.68, Paid.
Assessed Valuation: \$ 40,000.00

PARCEL 7

[MID# 050-00-00-088.00](#)

2021 State and Clinton County taxes, amount due \$146.81, Due and Payable.
Assessed Valuation: \$ 17,600.00

PARCEL 8

[MID# 050-00-00-094.00](#)

2021 State and Clinton County taxes, amount due \$558.09, Paid.
Assessed Valuation: \$ 66,900.00

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B, PART I
Requirements (Continued)**

Commitment No.: C2107020LKY

PARCEL 9

[MID# 051-00-00-024.02](#)

2021 State and Clinton County taxes, amount due \$675.70, Paid.

Assessed Valuation: \$ 81,000.00

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. **FIDELITY NATIONAL TITLE INSURANCE COMPANY**
This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

27C165B

ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien or right to a lien or services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments that are not shown as existing liens by the public records.
7. Any coal, oil, gas, or other mineral rights hereto conveyed, excepted, reserved, or leased, together with all incidental rights thereto.
8. Lien of 2022 State, County, School and other real estate taxes, not yet due and payable.
9. Memorandum of Ground Lease Agreement between Jeffrey E Bertram and Sandra A. Bertram and Barrelhead Solar, LLC, dated October 19, 2021, of record in [Lease Book 82, Page 741](#), in the Office of the Clerk of Wayne County, Kentucky; and of record in [Deed Book 170, Page 176](#), in the Office of the Clerk of Clinton County, Kentucky.
10. Any inaccuracy of the specific quantity of acreage contained on any survey, plat or legal description insured in Schedule A.
11. Subject to rights of others in the use of any roadways that may lie within the boundaries of the property described in Schedule A.
12. This commitment does not insure title to any portion of the land lying below the high water mark of Otter Creek or any other water referenced in Schedule A.
13. This commitment does not insure against any decrease of the subject land, if any, caused by erosion or changes in the shoreline or centerline or meander line of the body of water known as Otter Creek or any other water referenced in Schedule A.
14. This commitment does not insure against any claim of ambiguity or uncertainty in the exact location of the

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**SCHEDULE B, PART II
Exceptions (Continued)**

Commitment No.: C2107020LKY

boundary along the body of water known as Otter Creek or any other water referenced in Schedule A.

15. This commitment does not insure against the rights of federal, state, or local jurisdictions to regulate usage of the shore area.
16. Rights of others in the continued, uninterrupted flow of Otter Creek or any other water referenced in Schedule A.
17. Cemetery on subject property, together with incidental rights of ingress and egress thereto.

As to Parcel 1:

18. Right of Way for ingress and egress to a family cemetery in Deed of Conveyance from Donald Richardson and Hilda Richardson to Gregory Shirt Company, Inc., dated January 15, 1993, of record in [Deed Book 229, Page 88](#), in the Office of the Clerk of Wayne County, Kentucky.
19. Easement Grant for Sewer Line between Gregory Shirt Co. Inc. and the City of Monticello, of record in [Deed Book 195, Page 375](#), in the Office of the Clerk of Wayne County, Kentucky.
20. Subject to the roadway noted in the Deed of Conveyance between S.O. Taylor and Tom Taylor, to J.D. Taylor and Mattie Taylor dated October 30, 1940, of record in [Deed Book 84, Page 427](#), in the Office of the Clerk of Wayne County, Kentucky.
21. Easement between Willis Fulton and Dora Fulton to East Kentucky Rural Electric Cooperative Corporation, dated October 20, 1953, of record in [Deed Book 103, Page 277](#), in the Office of the Clerk of Wayne County, Kentucky.

As to Parcel 2:

22. Water rights retained in the Deed of Conveyance from J. K. Massengale and Lizzie Massengale to G.M. Kennedy, dated August 13, 1936, of record in [Deed Book 79, Page 347](#), in the Office of the Clerk of Wayne County, Kentucky.
23. Grant of a license for additional land for drainage and slopes as deemed necessary by the Kentucky Department of Highways, contained in the Deed from Lee Carter to the Commonwealth of Kentucky for the use and benefit of the Department of Highways, dated May 29, 1950, of record in [Deed Book 99, Page 37](#), in the Office of the Clerk of Wayne County, Kentucky.
24. Right of Way Easement from Eugene Rains and Hazel Rains and the City of Monticello, dated May 31, 1995, of record in [Deed Book 257, Page 534](#), in the Office of the Clerk of Wayne County, Kentucky.
25. Easement being retained in the Deed from Tammy Adams Rednour and Jack Rednour to Jeffrey E. Bertram and Sandra A. Bertram, dated May 19, 2006, of record in [Deed Book 316, Page 766](#), in the Office of the Clerk of Wayne County, Kentucky.
26. Water rights that are reserved in the Warranty Deed between Tammy Adams & Jack Rednour to Jeffrey E. and Sandra A. Bertram, dated November 3, 2006, of record in [Deed Book 319, Page 489](#), in the Office of the Clerk of Wayne County, Kentucky.
27. Out-conveyance from Lee A. Carter to East Kentucky Rural Electric Cooperative Corporation, dated October 16, 1953, of record in [Deed Book 103, Page 323](#), in the Office of the Clerk of Wayne County, Kentucky.

As to Parcel 3:

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**SCHEDULE B, PART II
Exceptions (Continued)**

Commitment No.: C2107020LKY

28. Grant of a license for additional land for drainage and slopes a deemed necessary by the Kentucky Department of Highways, contained in the Deed from Estil Rains and Marie Rains to the Commonwealth of Kentucky for the use and benefit of the Department of Highways, dated May 29, 1950, of record in [Deed Book 98, Page 578](#), in the Office of the Clerk of Wayne County, Kentucky.
29. Grant of Transmission Line Easement from E.E. Raines and Marie Raines to the United States of America, of record in [Deed Book 100, Page 260](#), in the Office of the Clerk of Wayne County, Kentucky.
30. Right of way from E.E. Rains and Marie Rains to the East Kentucky Rural Electric Cooperative Corporation, dated October 1, 1953, of record in [Deed Book 103, Page 356](#), in the Office of the Clerk of Wayne County, Kentucky.

As to Parcels 3 and 4:

31. Roadway being reserved in the Deed of Conveyance from Zeke Smith and Martha Smith to James E. Jones, dated July 4, 1924, of record in [Deed Book 68, Page 589](#), in the Office of the Clerk of Wayne County, Kentucky.

As to Parcel 5:

32. Right of way and other grants from George Neal and Ellen Neal to East Kentucky Rural Electric Cooperative Corporation, dated May 10, 1966, of record in [Deed Book 121, Page 134](#), in the Office of the Clerk of Wayne County, Kentucky.
33. Right of Way Easement from Robert Marcum to the City of Monticello, of record in [Deed Book 245, Page 355](#), in the Office of the Clerk of Wayne County, Kentucky.
34. Right of Way Easement from Robert Marcum to the City of Monticello, of record in [Deed Book 245, Page 373](#), in the Office of the Clerk of Wayne County, Kentucky.
35. Right of Way Easement from Robert Marcum to the City of Monticello, of record in [Deed Book 245, Page 376](#), in the Office of the Clerk of Wayne County, Kentucky.

As to Parcel 6:

36. Transmission Line Right of Way from Lewis T. Guffey and Bertha Guffey to East Kentucky Rural Electric Cooperative Corporation, dated October 7, 1953, of record in [Deed Book 38, Page 156](#), in the Office of the Clerk of Clinton County, Kentucky.

As to Parcel 7:

37. Easement between Everett L. Neal and Della J. Neal and John W. & Millie J. Clark, dated January 20, 1979, of record in [Deed Book 61, Page 838](#). See also the Affidavit Regarding Easement from Bill D. Taylor and Vickie Ann Taylor, of record in [Deed Book 135, Page 377](#), in the Office of the Clerk of Clinton County, Kentucky.

As to Parcel 9:

38. Lease Agreement between James V. Brown and Mary Brown and Andrew A. Burchett, dated April 19, 2011, of record in [Deed Book 83, Page 737](#), in the Office of the Clerk of Clinton County, Kentucky.
39. Right of Way Deed from Tommy Craig and Shannon Craig to Clinton County, dated July 7, 2000, of record in [Deed Book 114, Page 94](#), in the Office of the Clerk of Clinton County, Kentucky.

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**SCHEDULE B, PART II
Exceptions (Continued)**

Commitment No.: C2107020LKY

40. Subject to a portion of Tract 2 (91 acre tract) being currently owned by Bill Taylor and Vicki Taylor (Bill Taylor may be deceased) by virtue of [Deed Book 88, Page 132](#). The deed to this tract is also of record in [Deed Book 222, Page 87](#) in Wayne County. A determination should be made if this 91 acre portion of Tract 2 is to be purchased or leased by Barrelhead Solar, LLC as the map number associated with Tract 2 has two separate tracts.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

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COMMITMENT CONDITIONS (Continued)

Commitment No.: C2107020LKYY

- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



Inquire before you wire!



Fidelity National Title
Insurance Company

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at (502) 585-5135 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at (502) 585-5135.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.



ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov> **Internet Crime Complaint Center:** <http://www.ic3.gov>

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Buyer 2

Signature

Signature

Printed Name

Printed name

Address

Address

Date

Phone Number

Date

Phone Number

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Effective August 1, 2021

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Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

Effective August 1, 2021

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For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

D E E D

791

THIS DEED OF CONVEYANCE made and entered into by and between HERBERT M. GREGORY and his wife, HENRIETTA GREGORY of 307 Homestead Lane, Monticello, Kentucky 42633, parties of the first part, (hereinafter referred to as GRANTORS): and JEFFREY BERTRAM and his wife, SANDRA A. BERTRAM of H.C. 71Box 444A, Monticello, Kentucky 42633, parties of the second part, (hereinafter referred to as GRANTEEES):

W I T N E S S E T H:

THAT THE GRANTORS for and in consideration of the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, have this day bargained and sold and do by this instrument of writing grant, transfer, set over and convey unto the GRANTEEES, JEFFREY BERTRAM and his wife, SANDRA A. BERTRAM, as joint tenants for and during their joint lives with the remainder in fee to the survivor, their heirs and assigns, certain tracts or parcels of land, lying and being in Wayne County, Kentucky, and bounded and described as follows, to-wit:

TRACT I:

BEGINNING on a white oak Everette Raines and J.C. Massengale's corner running N 85 W 91 poles to a stone thence S. 10 W 114 poles to a stone west of the public road thence S 85 E 95 poles to a stone at a fence supposed to be Marion Perdews line thence N 8 E 110 poles and ten links to the beginning.

Subject to right of way referred to in deed.

EXCEPTION NO. 1:

THERE IS HEREBY EXCEPTED FROM THE ABOVE DESCRIBED TRACT a certain tract or parcel of land lying and being in Wayne County, Kentucky and bounded and described as

follows, to-wit:

BEGINNING on an iron pipe at the right of way of Pleasant Ridge road, set this survey, and being located, a reference line, (south 23 deg. 44 min. 44 sec. W 127.79 feet from Southwest corner of barn, also reference line, S 05 deg. 52 min. 41 sec. W 601.37 feet from the 14th. corner of Tract 2, of Charles W. Shelton as recorded in Deed Book 191, Page 611, in the Wayne County Court Clerk's office; thence leaving said road and running with fence S 67 deg. 08 min. 25 sec. E 106.68 feet to an iron pipe, set this survey; thence S 10 deg. 51 min. 37 sec. W 197.34 feet to an iron pipe, set this survey in the corner of a fence; thence N 89 deg. 54 min. 57 sec. W 157.95 feet to an iron pipe, set this survey; thence N 01 deg. 45 min. 12 sec. E 145.22 feet to an iron pin, set this survey in center of drive at Pleasant Ridge road; thence running the following calls with the right of way of Pleasant Ridge Road, N 70 deg. 24 min. 30 sec. E 43.39 feet to an iron pipe, set this survey N 48 deg. 25 min. 12 sec. E 41.37 feet to an iron pipe, set this survey N 23 deg. 15 min. 21 sec. E 52.09 feet to the beginning. Containing 0.77 acres more or less. Together with and subject to covenants, easements and restrictions of record. Surveyed by J.A. West, LS # 2086, 3/8/95.

EXCEPTION NO. 2:

THERE IS HEREBY EXCEPTED FROM THE ABOVE DESCRIBED TRACT a certain tract or parcel of land lying and being in Wayne County, Kentucky and bounded and described as follows, to-wit:

Beginning on a white oak Everett Rains and J.K. Massengales corner, running N 85 W 66 poles to a small black gum on the East side of the public road thence running with said public road S 6 W 11 poles to a stake on the East side of said road, still with said public road S 5 E 46 poles to a stone on the East side of said public road; thence leaving said road and running with an agreed line between the first parties and the second parties S 87½ E 54 poles to a stake in the outside line and fence; thence running with said outside line and fence N 8 E 54 poles to the place of beginning. Con. 20 5/8 acres, more or less.

TRACT II:

BEGINNING on a rock on the east side of the road, Henry Massengale's corner; thence with his line S 85 E 69 poles to a rock at a lane; thence with the lane South 14 poles to a stake; thence east 1 pole to a stake; thence North 14 poles to a stake; thence S 85 E 26 poles to a rock; thence S 8 W 73 poles and 20 links to a rock; thence N 84

W 9 poles and 10 links to a rock thence S $8\frac{1}{2}$ W 13 poles and 15 links to a rock; thence S 88 W 21 poles and 15 links to rock; thence North 70 poles to a stake; thence N $62\frac{1}{2}$ W 10 poles to a stake; thence N $2\frac{1}{2}$ W 13 poles to a rock; thence N 85 W 30 poles to a rock in the road thence with the road N 10 E W 30 poles to a rock in the road thence with the road N 10 E 20 feet to the beginning. Containing 24 acres more or less.

TRACT III:

BEGINNING on a stake where an elm was called for thence with the fence S $34\frac{1}{2}$ E 59 poles to a rock; thence N 88 E 10 poles to a rock; thence N 70 poles to a stake; thence N $62\frac{1}{2}$ W 10 poles to a stake; thence N $2\frac{1}{2}$ W 13 poles to a rock; thence N 85 W 30 poles to a rock at the road; thence with the road S 10 W 45 poles to the beginning. Containing 17 acres more or less.

TRACT IV:

BEGINNING on a rock on the east side of the road, Henry Massengale's corner thence with his line S 85 E 39 poles and 5 links to a stake thence South 18 poles and 20 links to a rock; thence N $62\frac{1}{2}$ W 10 poles to a stake thence N $2\frac{1}{2}$ W 13 poles to a rock; thence N 85 W 30 poles to a rock at the road; thence N 10 E 20 feet to the beginning. Containing 1 and $\frac{1}{10}$ th. acres more or less.

TRACT V:

BEGINNING on a buckeye; thence N $84\frac{1}{2}$ E 80 poles to a rock on the southeast side of the creek; thence S 85 E 36 poles to a post oak and black oak; thence N 3 W 22 poles to a rock and a sugartree and hornbeam, where a dogwood was formerly called for; thence N 76 E 11 poles to a stake; thence N 44 E 50 poles to a stake; thence N 60 E 20 poles to two white oaks on the bank of the creek; thence N $15\frac{1}{2}$ E 15 poles to the mouth of a branch; known as the Warren branch; thence up the Warren branch N 81 W 56 poles to a dogwood; thence N 80 W 106 poles to a rock on A.B. Choate's line; thence S $11\frac{1}{2}$ W 79 poles to a rock at the corner of the garden; thence N $85\frac{1}{2}$ W 5 poles and 21 links to a rock; thence S $10\frac{1}{2}$ W 13 poles and 12 links to a walnut; thence S $88\frac{1}{2}$ W 31 poles and 16 links to a gum and rock; thence S 40 E 26 poles and 13 links to a pin oak; thence S 70 W 17 poles to the beginning. Containing 91 acres, more or less.

BEING part of the same land conveyed to Herbert M. Gregory and his wife, Henrietta Gregory by Gregory Shirt Company, Inc., by deed dated July 22, 1994 and of record in Deed Book 238, at Page 510 in the Wayne County Court Clerk's Office.

THERE IS HEREBY EXCLUDED AND RESERVED BY GRANTORS all tobacco quota, tobacco allotment, Government Buy Out funds and tobacco base pertaining to the above real estate and it is agreed and understood by and between the parties hereto that the Grantors reserve and DO NOT CONVEY and/or TRANSFER any tobacco quotas, allotments or any tobacco bases that pertain to this real estate and Grantees by signing this document hereby agree to this reservation.

It is agreed and understood by and between the parties hereto that the 2005 real estate taxes shall be paid by the Grantees and possession shall be given on or before 30 days of the date of deed.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantees are joining in this deed for the sole purpose of certifying the consideration pursuant to KRS 382.135. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D Felony, subject to 1 to 5 years imprisonment and fines up to \$10,000.00.

TO HAVE AND TO HOLD the said land hereinabove described, together with all appurtenances and improvements thereunto belonging unto the **GRANTEES**, as joint tenants for and during their joint lives with the remainder in fee to the survivor of them, their heirs and assigns forever, subject to any easements, restrictions and reservations of record, with covenant of general warranty of title.

IN WITNESS WHEREOF, the **GRANTORS** and the **GRANTEES** have hereunto subscribed their names, this 13th day of April, 2005.

GRANTORS:

Herbert M. Gregory
HERBERT M. GREGORY
Henrietta Gregory
HENRIETTA GREGORY

GRANTEES:

Jeffrey Bertram
JEFFREY BERTRAM
Sandra A. Bertram
SANDRA A. BERTRAM

**STATE OF KENTUCKY
COUNTY OF WAYNE**

The foregoing Deed and Consideration/Value Certificate was signed, acknowledged, subscribed and sworn to before me by the Grantors, Herbert M. Gregory and his wife, Henrietta Gregory on this 13th day of April, 2005.

My Comm. Expires: 5/26/2006

[Signature]
NOTARY PUBLIC

**STATE OF KENTUCKY
COUNTY OF WAYNE**

The foregoing Consideration/Value Certificate was signed, acknowledged and sworn to before me by the Grantees, Jeffrey Bertram and his wife, Sandra A. Bertram on this 13th day of April, 2005.

My Comm. Expires: 5/26/2006

[Signature]
NOTARY PUBLIC

The undersigned Attorney has drafted this instrument only, and is not responsible for reporting this transaction to any taxing authority, nor does he guarantee clear or marketable title.

**THIS INSTRUMENT PREPARED BY:
PHILLIPS & PHILLIPS
ATTORNEYS AT LAW
P.O. BOX 391
MONTICELLO, KENTUCKY
(606) 348-5591**

BY: [Signature]
ATTORNEY

Carol Jones, Clerk of the Wayne County Court certifies that \$ 300.00 Real Estate Transfer Tax has been collected in accordance with KRS.142.057 effective March 27, 1968.

This 13 Day Of April 2005
Carol Jones, Clerk

By Bc D.C.

2005 APR 13 AM 10:51
ATTENT CAROL JONES
WAYNE CO. CLERK

**STATE OF KENTUCKY §
COUNTY OF WAYNE**

I, Carol Jones, Clerk of the Wayne County Court, certify that on the 13 day of April 2005, at 10:51 A.M. P.M. the foregoing Deed was produced to me certified as above and lodged for record. Whereupon I have

-5- recorded the same, together with this certificate, this 13 day of April 2005 in Book Deed No. 309 Page 791

Attest, Carol Jones
By Bc D.C.



WARRANTY DEED

THIS WARRANTY DEED made and entered into this the 30th day of April, 2010 by and between **CHARLES W. SHELTON and LETA KAY SHELTON**, husband and wife, of 2084 Hwy. 1009 N, Monticello, Kentucky 42633, hereinafter referred to as **GRANTORS** and **JEFFREY BERTRAM and SANDRA BERTRAM**, husband and wife, of 1689 Pleasant Ridge Road, Alpha, Kentucky 42603 hereinafter referred to as **GRANTEES**.

WITNESSETH: That for and in consideration of One Hundred Thirty Thousand Dollars (\$130,000.00) cash in hand, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby bargain, sell, transfer and convey, unto the Grantees, Jeffrey Bertram and Sandra Bertram, jointly with right of survivorship, certain real estate thereunto located and lying and being in the Counties of Wayne and Clinton, State of Kentucky, and being more particularly described as follows to wit:

On the South side of above tract and south side of Highway #1009.

Beginning at a post at the corner of the fence at the right of way of highway #1009, thence running with the right of way S 74 deg., 13' W 397.25' to the intersection of this right of way with the right of way of another road, said intersection being 25' from the centerline of Highway 1009 and 15' from centerline of another road; thence with this other road right of way S 4 deg., 43" E 104.39' to a steel pipe; thence still with the right of way S 4 deg., 02' W 72.0', S. 18 deg. 32' W 80.61' and S 46 deg. 46' W 23.0' to a post at the fence; thence still with fence and right of way S 54 deg. 01' W 119.75' to a post; thence still with the fence and right of way S 35 deg., 31' W 52.22' to a post; thence still with the right of way and fence S 10 deg., 17' W 297.33' to a large oak at the fence; thence still with the fence and right of way 9 deg. 17' W 290.03' to a post; thence still with the fence and right of way S. 4 deg, 16' W 64.3' to a post; thence still with the fence and right of way S 1 deg., 28' E 96.4' to a post; thence still with the fence and right of way S 4 deg., 58' E 504.98' to a post; thence still with the fence and right of way S 1 deg., 02' W 118.2' to a steel post; thence leaving the fence and the right of way S 84 E 892.5' to a steel post at a fence; thence with this fence N 12 deg., 13' E 829.50' to a large white oak at the fence; thence still with the fence N 19 deg., 47' W 441.28' to a post; thence still with the fence S 83 W. 7.10' to another post; thence still with the fence N 22 deg., 30' W 777.16' to the beginning. Containing 36.17 acres as surveyed by Jack L. Lair LS # 1139 on 12/27/84.

Being a part of the same property conveyed to Charles W. Shelton and Leta Kay Shelton from the United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture by Quitclaim Deed recorded April 9, 1985 at Deed Book 191, page 611 in the Wayne County Clerk's Office, Monticello, Kentucky.

Further being a part of the same property conveyed to the United States of America, acting through the Farmers Home Administration, from Gilbert Tuggle and his wife, Donna Tuggle and Wayland Tuggle and his wife, Nell Tuggle by Warranty Deed dated August 30, 1983, recorded November 19, 1984 at Deed Book 72, page 518, in the Clinton County Clerk's Office, Albany, Kentucky.

TO HAVE AND TO HOLD the above described real estate, together with all the improvements and appurtenances thereunto belonging unto the Grantees, Jeffrey Bertram and Sandra Bertram, jointly with right of survivorship, forever with Covenant of General Warranty and the Grantors covenant that they have full right and power to convey the same.

Possession of the property conveyed herein shall be delivered to the Grantees simultaneously with delivery of this Deed.

The 2010 property tax bill shall be mailed to Jeffrey Bertram and Sandra Bertram, 1689 Pleasant Ridge Road, Alpha, Kentucky 42633.

The above described property is conveyed subject to all valid and existing conditions, restrictions, covenants, easements and reservations as may be found in the record chain of title.

The Grantors and the Grantees herein do certify pursuant to KRS 382, that the consideration for this transfer of property described herein is One Hundred Thirty Thousand Dollars (\$130,000.00).

IN TESTIMONY WHEREOF, witness the signatures of the Grantors and Grantees herein on this day and year above written.

GRANTORS:

Charles W. Shelton
CHARLES W. SHELTON

Leta Kay Shelton
LETA KAY SHELTON

GRANTEES:

Jeffrey Bertram
JEFFREY BERTRAM

Sandra Bertram
SANDRA BERTRAM

STATE OF KY
COUNTY OF Pulaski

I, Connie W. Mullins, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing Deed was on this date produced before me in said County and State by Charles W. Shelton and Leta Kay Shelton, husband and wife, Grantors herein, signed and acknowledged to by them to be their true act and deed for the full intent and purpose herein.

This the 30th day of April, 2010.

Connie W. Mullins
Notary Public
My Commission Expires: 01-17-2013

STATE OF Ky
COUNTY OF Pulaski

I, Connie W. Mullins, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing Deed was on this date produced before me in said County and State by Jeffrey Bertram and Sandra Bertram, husband and wife, Grantees herein, signed and acknowledged to by them to be their true act and deed for the full intent and purpose herein.

This the 30th day of April, 2010.

Connie W. Mullins
Notary Public
My Commission Expires: 01-17-2013

This instrument was prepared by:

Scarlett B. Latham
SCARLETT B. LATHAM
Attorney at Law
212 S. Washington Street
Albany, Ky. 42602
(606)387-0722

Filed: 05/10/2010 02:18:33 PM
Josephine Gregory, County Clerk
Wayne County, KY

Josephine Gregory
DOCUMENTARY TAX PAID: \$130.00



General Warranty Deed

THIS DEED OF CONVEYANCE made and entered into on this the 5 day of September, 2017 by and between **ROY SHEPPERD and wife, PATRICIA SHEPPERD, of 1842 E 600 S, Anderson, Indiana 46013** hereinafter referred to as parties of the first part, and **JEFFREY BERTRAM and wife SANDRA BERTRAM** of 1689 Pleasant Ridge Road, Alpha, Kentucky 42603, hereinafter referred to as parties of the second part.

WITNESSETH: That for and in consideration of the sum of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)**, cash in hand paid, the receipt and sufficiency of which is hereby fully acknowledged, the parties of the first part does hereby bargain, sell, transfer and convey unto the parties of the second part, jointly and in equal proportions for and during their joint lives with remainder in fee simple to the survivor of them, their heirs and assigns, in fee simple the following described real estate lying and being at Buncom in the Alpha Community of Wayne County, Kentucky, as described as follows:

Being a tract or parcel of land lying and being in the Buncom Community of Wayne County, Kentucky, on the waters of Otter Creek, being bounded and described as follows:

Unless stated otherwise any monument referred to herein as a rebar and cap is a set ½" x 18" rebar with a red plastic cap stamped Al Cross L.S. #2614. All bearing stated herein are referred to the magnetic meridian as observed September 24, 2003.

Beginning on a rebar and cap set this survey in the Southern right-of-way of KY Hwy 1009 and being 20 feet from centerline, said rebar being located North 28 degrees 22 min. 38 sec. West 155.68 feet from the Northwest corner of Joyce Rains residence, also being the 9th corner of parent deed. Thence, from the beginning and running with the line of Joyce Rains (DB 214 page 75), South 71 deg 22 min 25 sec West 1378.80 feet passing over a post corner to Charles Shelton (DB 191 page 611) in all 1385.90 feet to a rebar and cap in the corner of fence. Thence, running with fence and Shelton's line North 19 degrees 28 min 30 sec West 781.81 feet to a rebar and cap in the Southern right-of-way of Ky Hwy 1009. Thence, running the following courses and distances with the Southern right-of-way of Ky Hwy 1009, North 78 degrees 04 min. 25 sec East 574.05 feet to a rebar and cap, North 77 degrees 59 min. 49 sec. East 100.00 feet to a rebar and cap, North 83 degrees 01 min. 49 sec East 105.48 feet to a rebar and cap, South 88 degrees 09 min. 41 sec. East 123.67 feet to a rebar and cap, South 79 degrees 02 min. 02 sec. East 83.49 feet to a rebar and cap, South 71 degrees 21 min. 47 sec. East 78.08 feet to a rear and cap, South 63 deg. 56 min. 59 sec. East 84.80 feet to a rebar and cap, South 58 degrees 29 min. 46 sec. East 39.58 feet to a rebar and cap, South 55 degrees 26 min. 51 sec. East 95.69 feet to a rebar and cap, South 50 degrees 51 min. 48 sec. East 98.51 feet to a rebar and cap, still with said right-of-way South 49 degrees 22 min. 55 sec. East 349.37 feet to the point of beginning. Containing **19.13** acres as surveyed by Allen R. Cross Ky. L.S. #1614 on October 8, 2003.

Being the same real property conveyed to Roy Shepperd and wife Patricia Shepperd from Ruth Cowan and Jimmy R. Rains, Co-Executors of the estate of Marie K. Rains, by deed dated December 18, 2003 and of record in Deed Book 302, Page 240, records of the Wayne County Court Clerk's Office, Monticello, Kentucky.

POSSESSION: Purchaser to take possession of the subject property with execution and delivery of deed.

TAXES: 2017 taxes will be responsibility of Jeffrey Bertram and Sandra Bertram, 1689 Pleasant Ridge Road, Alpha, Kentucky 42603.


TO HAVE AND TO HOLD the above described real estate together with all appurtenances thereunto belonging unto the parties of the second part, jointly and in equal proportions for and during their joint lives with remainder in fee simple to the survivor of them, their heirs and assigns, forever in fee simple with **COVENANT OF GENERAL WARRANTY**.

IN TESTIMONY WHEREOF: witness the signatures of the parties of the first part on this the day and year first above written.

GRANTORS:



 ROY SHEPPERD




 PATRICIA SHEPPERD

COMMONWEALTH OF KENTUCKY
 COUNTY OF CLINTON

I do hereby certify that the foregoing instrument was this day properly acknowledged before me, a Notary Public, by **ROY SHEPPERD** and **PATRICIA SHEPPERD**.

This 5 day of September, 2017.



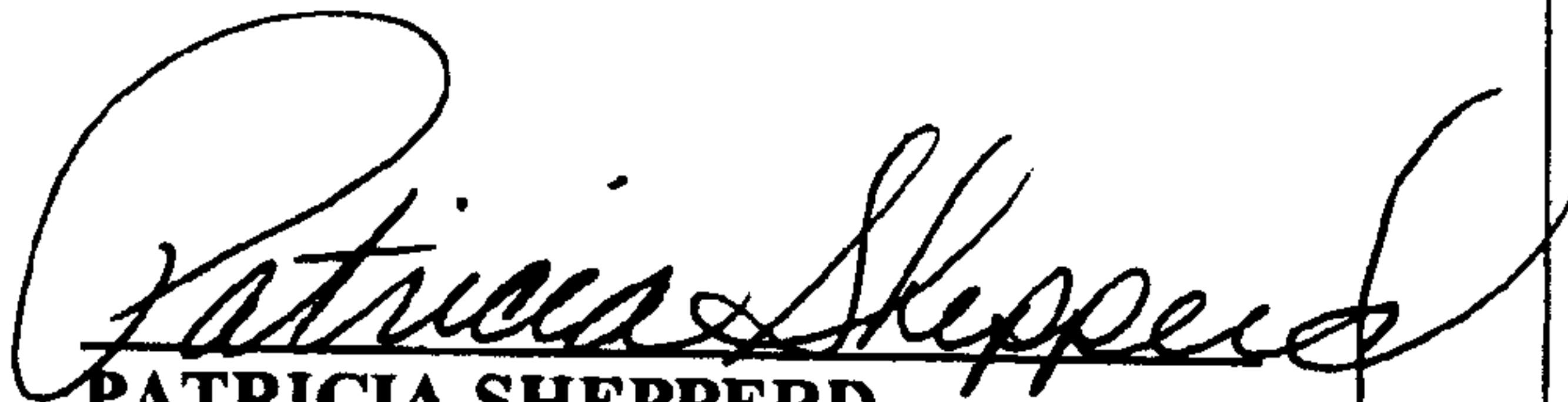
 NOTARY PUBLIC, STATE AT LARGE
 MY COMMISSION EXPIRES: 9/4/2017

We, **ROY SHEPPERD** and **PATRICIA SHEPPERD**, Grantors, and **JEFFREY BERTRAM** and wife, **SANDRA BERTRAM**, Grantees, do hereby certify pursuant to KRS Chapter 382, that the above stated consideration in the amount of \$75,000.00 is the true, correct and full consideration paid for the property herein conveyed.

GRANTORS:



 ROY SHEPPERD



 PATRICIA SHEPPERD

GRANTEES:



 JEFFREY BERTRAM

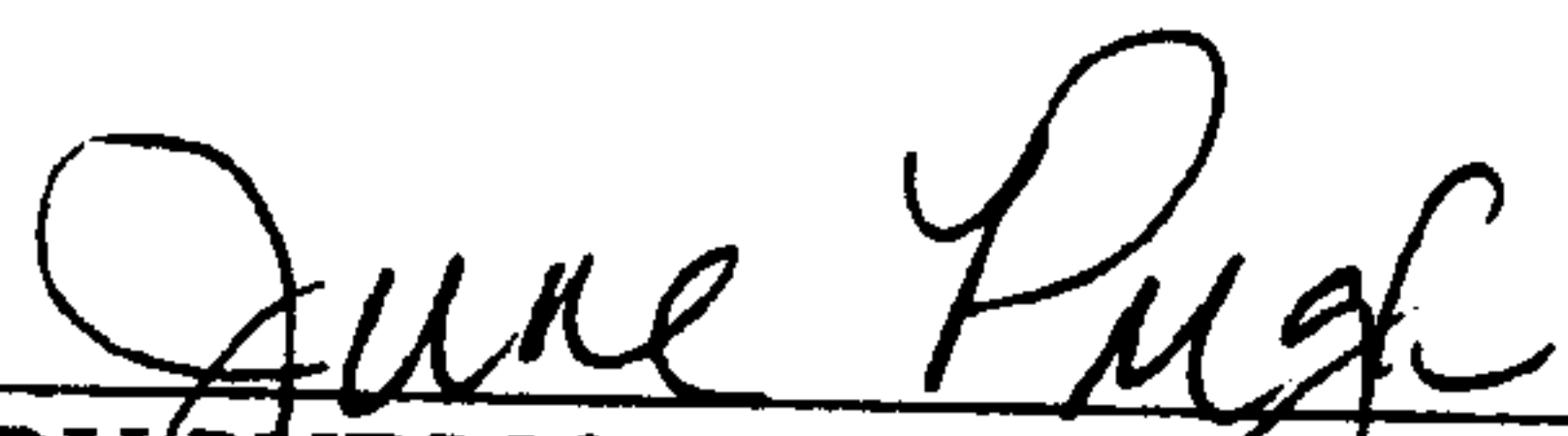


 SANDRA BERTRAM

COMMONWEALTH OF KENTUCKY
 COUNTY OF CLINTON

Subscribed and sworn to before me, a Notary Public, by **ROY SHEPPERD** and **PATRICIA SHEPPERD**.

This the 5 day of September, 2017.

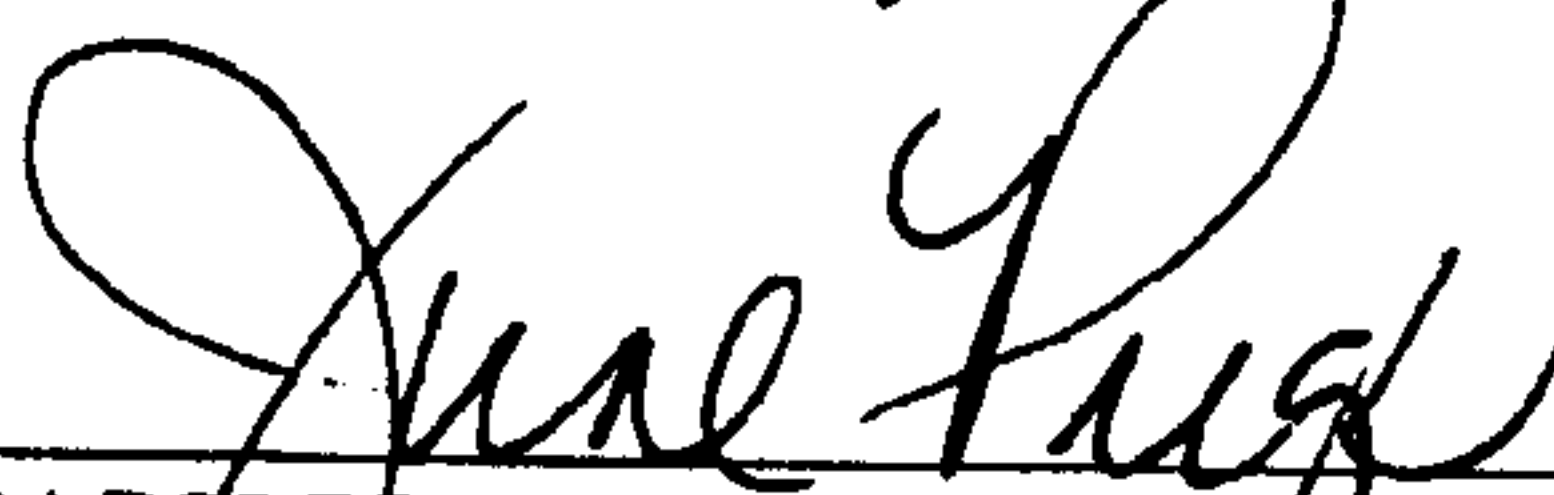


NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 9/4/2017

COMMONWEALTH OF KENTUCKY
COUNTY OF CLINTON

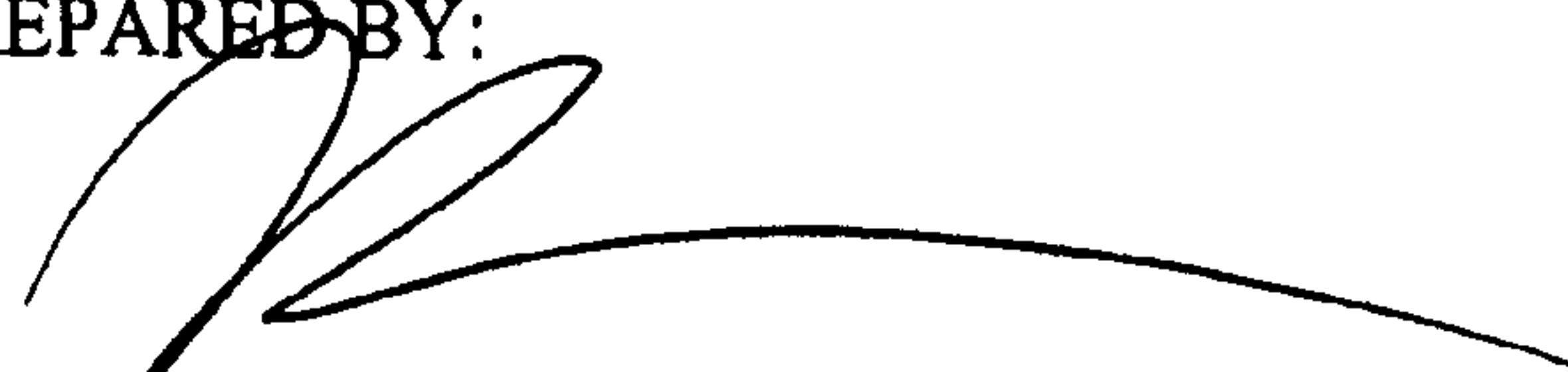
Subscribed and sworn to before me, a Notary Public, by JEFFREY BERTRAM and
SANDRA BERTRAM.

This the 5 day of September, 2017.



NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 9/4/2017

PREPARED BY:



DAVID M. CROSS
ATTORNEY AT LAW
200 E. CUMBERLAND STREET
P.O. BOX 70
ALBANY, KY 42602
606-387-6638
606-387-6644 FAX

Filed: 09/05/2017 02:57:30 PM
Brenda Corder, County Clerk
Wayne County, KY


DOCUMENTARY TAX PAID: \$75.00



General Warranty Deed

THIS DEED OF CONVEYANCE made and entered into on this the 26 day of August, 2017 by and between **JIMMY R. RAINS, single**, of 1011 Old Bethel Church Road, Alpha, Kentucky 42603; **LISA SANFORD** and husband, **STEVE SANFORD**, of 273 Treehaven Court, Elizabethtown, Kentucky 42701; **SHELBY SANFORD**, single, of 273 Treehaven Court, Elizabethtown, Kentucky 42701 **and CHARLES RAINS**, single, of 1900 Bashford Manor Lane, Apt. B34, Louisville, Kentucky, hereinafter referred to as parties of the first part, and **JEFFREY BERTRAM and wife SANDRA BERTRAM** of 1689 Pleasant Ridge Road, Alpha, Kentucky 42603, hereinafter referred to as parties of the second part.

WITNESSETH: That for and in consideration of the sum of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00), cash in hand paid, the receipt and sufficiency of which is hereby fully acknowledged, the parties of the first part does hereby bargain, sell, transfer and convey unto the parties of the second part, jointly and in equal proportions for and during their joint lives with remainder in fee simple to the survivor of them, their heirs and assigns, in fee simple the following described real estate lying and being at Buncom in the Alpha Community of Wayne County, Kentucky, as described as follows:

FIRST TRACT:

BEGINNING in the center of the Buncom Road corner to Mrs. W.S. Shelley and running with her line S 62 ½ W 88 poles to an oak stump pointer dogwood and maple corner to Joe S. Marcum and with his line S. 25 E 26 2/5 poles to a white oak corner to Henry Massengale and Lee Carter; thence with Lee Carters line N 70 E 102 poles to the Buncom Road; thence with Buncom Road 40 ½ poles to the beginning. Excluding 1 acre left for cemetery.

SECOND TRACT:

BEGINNING on a stone corner to J.C.J. Marcum heirs on Buncom Highway; thence with said highway S 64 E 34 poles and 15 links to a stone; thence leaving the highway and running N 23 E 16 poles and 15 links to the fence and a stone; thence with the fence N 45 ½ W 14 poles and 21 links; N 18 W 8 poles to a cedar corner J.C.J. Marcum Heirs and with their line and fence S 72 W 10 poles and 18 links to a sourwood corner; still the fence S 59 W 17 poles and 15 links to the beginning.

Being the same real property conveyed to Joyce Rains, from Jimmy Ray Rains and wife Norma Rains and Lisa Diann Rains, by deed dated June 15, 1990 of record in Deed Book 214, Page 75; Jimmy R. Rains, Lisa Sanford, Shelby Sanford and Charles Rains each inherited a one-fourth (1/4) interest from Joyce Rains, by virtue of Will Book Z, Page 422, all being records of the Wayne County Court Clerk's Office, Monticello, Kentucky.

POSSESSION: Purchaser to take possession of the subject property with execution and delivery of deed.

TAXES: 2017 taxes will be responsibility of Jeffrey Bertram and Sandra Bertram, 1689 Pleasant Ridge Road, Alpha, Kentucky 42603.

TO HAVE AND TO HOLD the above described real estate together with all appurtenances thereunto belonging unto the parties of the second part, jointly and in equal proportions for and during their joint lives with remainder in fee simple to the survivor of them, their heirs and assigns, forever in fee simple with **COVENANT OF GENERAL WARRANTY.**

IN TESTIMONY WHEREOF: witness the signatures of the parties of the first part on this the day and year first above written.

GRANTORS:

Jimmy R. Rains
JIMMY R. RAINS

Charles Rains
CHARLES RAINS

Lisa Sanford
LISA SANFORD

Steve Sanford
STEVE SANFORD

Shelby Sanford
SHELBY SANFORD

COMMONWEALTH OF KENTUCKY
COUNTY OF Wayne

I do hereby certify that the foregoing instrument was this day properly acknowledged before me, a Notary Public, by **JIMMY R. RAINS.**
This 28 day of August, 2017.

Jonnie R. Aaron #559552
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: July 14, 2020

COMMONWEALTH OF KENTUCKY
COUNTY OF Hardin

I do hereby certify that the foregoing instrument was this day properly acknowledged before me, a Notary Public, by **CHARLES RAINS and SHELBY SANFORD.**
This 26 day of August, 2017.

Ann Blackburn NP 541799
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 9-10-19

COMMONWEALTH OF KENTUCKY
COUNTY OF Hardin

I do hereby certify that the foregoing instrument was this day properly acknowledged before me, a Notary Public, by **LISA SANFORD and STEVE SANFORD.**
This 26 day of August, 2017.

Ann Blackburn NP 541799
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 9-19-19

We, **JIMMY R. RAINS, CHARLES RAINS, LISA SANFORD, STEVE SANFORD and SHELBY SANFORD**, Grantors, and **JEFFREY BERTRAM and wife, SANDRA BERTRAM**, Grantees, do hereby certify pursuant to KRS Chapter 382, that the above stated consideration in the amount of \$105,000.00 is the true, correct and full consideration paid for the property herein conveyed.

GRANTORS:

Jimmy R. Rains
JIMMY R. RAINS

Charles Rains
CHARLES RAINS

Lisa Sanford
LISA SANFORD

Steve Sanford
STEVE SANFORD

SHELBY SANFORD
SHELBY SANFORD

GRANTEES:

Jeffrey Bertram
JEFFREY BERTRAM

Sandra Bertram
SANDRA BERTRAM

COMMONWEALTH OF KENTUCKY
COUNTY OF Wayne

Subscribed and sworn to before me, a Notary Public, by **JIMMY R. RAINS**.
This the 28 day of August, 2017.

Janmie R. Aaron #559552
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: July 16, 2020

COMMONWEALTH OF KENTUCKY
COUNTY OF Hardin

Subscribed and sworn to before me, a Notary Public, by **CHARLES RAINS and SHELBY SANFORD**.

This the 26 day of August, 2017.

Ann Blackburn NP 541799
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 9-10-19

COMMONWEALTH OF KENTUCKY
COUNTY OF Hardin

Subscribed and sworn to before me, a Notary Public, by **LISA SANFORD and STEVE SANFORD**.

This the 26 day of August, 2017.

Ann Blackburn NP 541799
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: 9-10-19

COMMONWEALTH OF KENTUCKY
COUNTY OF ~~CLINTON~~ *Wayne*

Subscribed and sworn to before me, a Notary Public, by **JEFFREY BERTRAM** and **SANDRA BERTRAM**.

This the 28 day of August, 2017.

Jammie B. Paron #559552
NOTARY PUBLIC, STATE AT LARGE
MY COMMISSION EXPIRES: *July 16, 2020*

PREPARED BY:

David M. Cross

DAVID M. CROSS
ATTORNEY AT LAW
200 E. CUMBERLAND STREET
P.O. BOX 70
ALBANY, KY 42602
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606-387-6644 FAX

Filed: 08/28/2017 10:50:58 AM
Brenda Corder, County Clerk
Wayne County, KY

Brenda Corder
DOCUMENTARY TAX PAID: \$105.00

mo
6-2-06
870

WARRANTY DEED

766

THIS WARRANTY DEED made and entered into this the 19th day of May, 2006 by and between **TAMMY ADAMS REDNOUR and JACK REDNOUR**, married, of HC 7 Box 486, Alpha, Kentucky 42603, hereinafter referred to as **GRANTORS** and **JEFFREY E. BERTRAM and SANDRA A. BERTRAM**, married, of HC 71 Box 444A, Alpha, Kentucky 42603, hereinafter referred to as **GRANTEES**.

WITNESSETH: That for and in consideration of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) cash in hand, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby bargain, sell, transfer and convey, unto the Grantees, Jeffrey E. Bertram and Sandra A. Bertram, jointly with right of survivorship, certain real estate thereunto located and lying and being in the County of Wayne, State of Kentucky, and being more particularly described as follows to wit:

Being a tract or parcel of land lying and being th the Buncom Community of Wayne County, Ky., being bounded and described as follows, to-wit:

Unless stated otherwise any monument referred to herein as a rebar and cap is a set ½" x 18" rebar with a red plastic cap stamped A1 Cross L.S. 2614. All bearings stated herein are referred to the magnetic meridian as observed Oct. 31, 2005.

Beginning on a rebar and cap set this survey in the Western right-of-way of Ky. Hwy. #1009, being 20 feet from centerline at a power pole, said rebar being located South 58 deg. 17 min. 52 sec. East 340.47 feet from the Northeast corner of Fairview Church, also being the 1st. corner of parent deed. Thence, form the beginning and running with the Western right-of-way of Ky. Hwy. 1009, South 49 deg., 35 min., 57 sec., East 203.00 feet to a rebar and cap in fence and being a corner to Montie Guffey (DB. 247 Pg. 415). Thence, leaving said right-of-way and running with fence and Montie Guffey's line South 55 deg. 51 min. 41 sec. West 959.49 feet to a rebar and cap corner to Montie Guffey. Thence, leaving Guffey's line and running a new line severing the property of Tammy and Jack Rednour (DB 316, Pg. 499), South 55 deg., 51 min. 41 sec. West 152.00 rebar and cap on bank of branch in the line of Jeff Bertram (DB 313, Pg. 691). Thence, running with Jeff Bertram's lines North 01 deg. 39 min. 17 sec. West 186.31 feet up drain to a rebar and cap with a

14" Wild Cherry witness. Thence, leaving drain and running North 53 deg. 33 Min. 33 sec. East 958.13 feet to the point of beginning.

Containing 4.18 Acres as surveyed by Allen R. Cross Ky. L.S. #2614 on May 11, 2006.

Being part of the same property conveyed to Tammy Adams Rednour and Jack Rednour, her husband, by Hazel Rains, widow, by deed dated January 5, 2006 which is of record in Deed Book 316, Page 499 in the Office of County Court Clerk of Wayne County, Ky.

There is reserved a 30 foot right-of-way easement for the use of the Grantors and Grantees their heirs, successors and assigns, beginning at the right-of-way of Ky. Hwy. #1009 and running with the existing road that runs along and parallel with the line of Montie Guffey (DB. 107, Pg. 63) the 2nd and 3rd. Calls in the above described tract, (South 55 deg. 51 min. 41 sec. West 959.49 feet) and (South 55 deg. 51 min. 41 sec. West 152.00 feet).

Together with and subject to any easements, restrictions and reservations that be of record.

TO HAVE AND TO HOLD the above described real estate, together with all the improvements and appurtenances thereunto belonging unto the Grantees, Jeffrey E. Bertram and Sandra A. Bertram, jointly with right of survivorship, forever with Covenants of General Warranty and the Grantors covenant that they have full right and power to convey the same.

Possession of the property conveyed herein shall be delivered to the Grantees simultaneously with delivery of this Deed.

The above described property is conveyed subject to all valid and existing conditions, restrictions, covenants, easements and reservations as may be found in the record chain of title.

The Grantors and the Grantees herein do certify pursuant to KRS 382, that the consideration for this transfer of property described herein is Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).

IN TESTIMONY WHEREOF, witness the signature of the Grantors and Grantees herein on this day and year above written.

GRANTORS:

Tammy Rednour
TAMMY ADAMS REDNOUR

Jack Rednour
JACK REDNOUR

GRANTEES:

Jeffrey E. Bertram
JEFFREY E. BERTRAM

Sandra Bertram
SANDRA A. BERTRAM

STATE OF Kentucky
COUNTY OF Cumberland

I, Mary Ann Graws, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing Deed was on this date produced before me in said County and State by Tammy Adams Rednour and Jack Rednour, married, Grantors herein, signed and acknowledged to by them to be their true act and deed for the full intent and purpose therein.

This the 19th day of May, 2006.

Mary Ann Graws
Notary Public
My Commission Expires: 11-22-06

STATE OF Kentucky
COUNTY OF Cumberland

I, Mary Anne Shave, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing Deed was on this date produced before me in said County and State by Jeffrey E. Bertram and Sandra A. Bertram, Grantees herein, signed and acknowledged to by them to be their true act and deed for the full intent and purpose therein.

This the 19th day of May, 2006.

Mary Anne Shave
Notary Public
My Commission Expires: 11-22-06

This instrument was prepared by:

Scarlett B. Latham
SCARLETT B. LATHAM
Attorney at Law
212 S. Washington Street
Albany, Ky. 42602
(606)387-0722

Carol Jones, Clerk of the Wayne County Court certifies that \$ 22.50 Real Estate Transfer Tax has been collected in accordance with KRS.142.057 effective March 27, 1968.

This 25 Day Of May 2006
Carol Jones, Clerk

By B D.C.

ATTEST: CAROL JONES
WAYNE CO. CLERK

2006 MAY 25 PM 12:30

STATE OF KENTUCKY §
COUNTY OF WAYNE

I, Carol Jones, Clerk of the Wayne County Court, certify that on the 25 day of May 2006, at 12:30 A.M./P.M. the foregoing Deed was produced to me certified as above and lodged for record. Whereupon I have recorded the same, together with this certificate,

this 25 day of May 2006 in Book Deed No. 316 Page 766.

Attest, Carol Jones
By B D.C.