

# Heritage Title Services

Agent For

## Old Republic National Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A

1. Effective Date: **February 09, 2010 at 08:00 am**  
Issue Date: **February 17, 2010 at 6:00 pm**

2. Policy or Policies to be issued: **POLICY AMOUNT**

(a) ALTA OWNER'S POLICY (6-17-06)

Proposed Insured:

(b) ALTA LOAN POLICY (6-17-06)

Proposed Insured:

Proposed Borrower:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **Branch Banking and Trust Company**

4. The land referred to in the Commitment is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

Countersigned  
**Heritage Title Services**  
198 East Court Street, Suite 13  
Lawrenceburg, KY 40342



By \_\_\_\_\_  
Authorized Signatory

**Old Republic National Title Insurance Company  
COMMITMENT FOR TITLE INSURANCE**

**EXHIBIT "A"**

**Property Address: 5593 Bates Pike, Cleveland, TN 37323  
Tax ID: Map 75, Parcel 11.22**

**Located in the First Civil District of Bradley County, Tennessee, to wit: Beginning to an iron pin set ni the Southeast line of Bates Pike at the intersection with the Northwest corner of the property herein described and property now or formerly belonging to Mile Burrell, also known as H.M. Burrell; thence South 65 degrees 00 minutes 00 seconds East 898.32 feet to an iron pin; thence South 21 degrees 56 minutes 00 seconds West 240.32 feet to an iron pin; thence North 65 degrees 00 minutes 00 seconds West 914.74 feet to an iron pin; thence North 25 degrees 51 minutes 00 seconds East 240.00 feet to the beginning point. Said tract containing 5.0 acres, being shown by survey of Jimmy L Richmond, TRLS #917, styled "Mike Burrell", dated 5-13-98.**

**Subject to any applicable governmental zoning ordinances or subdivision regulations in effect thereon.**

**Subject to Application for Greenbelt Assessment as recorded in Book 1055, Page 821, Book 1280, Page 210, and Misc. Book 158, Page 738 in the Register's Office of Bradley County, Tennessee.**

**Subject to Ocoee Utility Easement as recorded in Book 1406, Page 630 in the Register's Office of Bradley County, Tennessee.**

**Subject to any right-of-way easements.**

**Subject to existing power line easement as set out in previous deed.**

**Subject to water line easement running along the south boundary line of the herein described property and property now or formerly belonging to Frazier as set out in previous deed.**

**Being the same property conveyed to Branch Banking and Trust Company, by a Trustee's Deed, dated May 15, 2009, of record in Book 1908, Page 473, in the Public Records of Bradley County, Tennessee.**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

Effective Date: **February 09, 2010, 08:00am**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or according to the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - a. **A properly executed Special Warranty Deed from Branch Banking and Trust Company, to , conveying the premises described in Schedule A hereof fee simple, free and unencumbered.**
  - b. **A properly executed mortgage/deed of trust from , to , encumbering the premises described in Schedule A, and to secure the payment of a note in the sum of .**
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. **Note: All necessary endorsements will be issued at final policy.**
6. **Any lien, or claim of lien, for services, labor or materials arising by reason of any work of improvement now in progress or recently completed, as disclosed by an inspection. (Requirement may be satisfied with Owner Affidavit)**
7. **Pay all taxes, charges, assessments, levied and assessed against subject property, which are due and payable. (Requirement may be satisfied with Owner Affidavit)**
8. **The 2009 County Taxes are DELINQUENT, for Tax/Parcel ID # Map 75, Parcel 11.22, in the amount of \$902.00, good through 2/28/2010.**
9. **The 2009 Bradley County taxes are DELINQUENT, on 2/28/2010, in the amount of \$921.00, for tax/parcel ID # Map 75, Parcel 11.22. Assessed Property Value=\$108,300.00.**

City Tax Collector: , , , ()

County Tax Collector: , , , ()

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Effective Date: **February 09, 2010, 08:00am**

- I. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
  2. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
  3. Any state of facts as would be disclosed by an accurate survey and inspection of the premises.
  4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. NOTE: This exception will be deleted upon the execution of an Owner's Affidavit, acceptable to the Company.
  5. Taxes or special assessments which are not shown as existing liens by the public records. NOTE: This exception will be deleted upon the execution of an Owner's Affidavit, acceptable to the Company.
  6. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
  7. Heritage Title Services and its underwriter make no representation nor guarantee as to the sufficiency of the acreage set forth in the survey and/or the legal description provided to them, and the parties agree, herein, to indemnify and hold Heritage Title and its' underwriter harmless against any and all future claims involving acreage disputes.
  8. The 2010 County and all subsequent County Taxes are not yet due or payable.
  9. The 2009 Anderson County taxes were PAID, on 12/29/2009, in the amount of \$698.00, for tax/parcel ID # 11.22-001 Assessed Value \$131,300.00 (PERSONAL PROPERTY)

NOTE: Any additional recorded loan documents or documents affecting title will also be shown as exceptions in the final policy.