

**Heritage Title Services**  
Agent For

**Old Republic National Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Effective Date: **February 10, 2010 at 08:00 am**  
Issue Date: **February 23, 2010 at 9:18 am**

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: 184/185 Chickamauga Drive, Dayton, TN 37321  
Tax ID: Map 90 P-C, Parcel 2.01**

**Located in the 3rd Civil District of Rhea Co., Tennessee, to-wit:**

**Beginning at a pipe in the southwest corner of the property corner to Tucker Properties, LLC; thence North 53 deg. 57 min. East 255.4 feet to an iron pin; thence South 32 deg. 48 min. East 8 feet to an iron pin found; thence South 32 deg. 48 min. East 148 feet to a TVA monument; thence South 66 deg. 10 min. West 188.1 feet to a pipe placed; thence North 64 deg. 30 min. West 100.4 feet to a pipe placed; thence North 64 deg 29 min. West 31.5 feet to the point of Beginning as per survey of Dock W Smith. TNRLS No. 566, dated July 20, 2001, and as recorded in Plat Book 3, Page 618, in the Register's Office of Rhea County, Tennessee.**

**Being the same property conveyed to Branch Banking and Trust Company, by a Substitute Trustee's Deed, dated June 9, 2009, of record in Book 396, Page 632, Rhea County, Tennessee.**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

Effective Date: **February 10, 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 TO BE DETERMINED 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 2008 County Taxes are DELINQUENT for Tax/Parcel ID # Map 90 P-C, Parcel 2.01 in the amount of \$3,668.62, good through 2/26/2010.**

**City Tax Collector: , , , ( )**

**County Tax Collector: , , , ( )**

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Effective Date: **February 10, 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 2009 Rhea County taxes were PAID on 11/13/2009 in the amount of \$2,902.00 for tax/parcel ID # Map 90 P-C, Parcel 2.01. Assessed Property Value=\$453,500.00.
  9. The 2009 City of Dayton taxes are PAID on 11/13/2009 in the amount of \$671.00 for tax/parcel ID # Map 90 P-C, Parcel 2.01.
  10. The 2010 County and all subsequent County Taxes are not yet due or payable.
  11. The 2010 City and all subsequent City Taxes are not yet due or payable.
  12. Subject to matters depicted on plat of record in Plat Book 3, Page 618, in the Register's Office for Rhea County, Tennessee.

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



STATE OF TENNESSEE, RHEA COUNTY  
 The Existing Plat is hereby acknowledged as correct for the Record.  
 Page 2 of 3  
 Book 5  
 Page 618  
 Filed for Record  
 This is the original of the plat.  
 Witness My Hand and Seal of Office  
 2/22/2010  
 Register  
 Debby

Van Meter Prop

3/618

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown herein has been filed in conformity with the laws of this State and the laws of the State of Tennessee, and that the same are correct and conform to the laws of the State of Tennessee, and that the same have been approved for recording in the Office of the Register of Deeds for Rhea County, Tennessee.  
 DATE 2-22-2010  
 SECRETARY, TENNESSEE COMMISSION

CERTIFICATE OF SURVEY ACCURACY

I (we) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey of the property shown herein that this is a class as defined in Title 62, Chapter 10, Tennessee Code Annotated, and that the plat of subdivision is a true and accurate survey of the property shown herein.  
 DATE 2-22-2010  
 SURVEYOR NUMBER 544

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described herein as evidenced in Book No. 5, Page 618, Rhea County Register of Deeds, and that I (we) hereby adopt this plan of subdivision with my (our) true consent, establish the boundaries, building, location, area, and that where of recordable dedication for all public ways, streets, and other facilities have been filed.  
 DATE 2-22-2010  
 OWNER

