

Heritage Title Services

Agent For

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date: **February 04, 2010 at 08:00 am**
Issue Date: **February 22, 2010 at 11:37 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: 7509 W Dick Ford Lane, Knoxville, TN 379920
Tax ID: Map 137, Parcel 019

Situated in Civil District No. Nine (9), of Knox County, Tennessee, and being all of Lot No. 1, Milton McCammon and Zion Lutheran Cemetery as shown by Plat of record as Instrument No. 200103290064405, in the Register's Office for Knox County, Tennessee, to which Plat specific reference is hereby made.

Being the same property conveyed to Branch Banking and Trust Company, by a Substitute Trustee's Deed, dated December 12, 2008, of record as Instrument #200812120037211, in the Public Records of Knox County, Tennessee.

Others who may have an interest in the property sold or other matters affecting title to the property include the following:

Subject to all easements, restrictions, and any other matters depicted or disclosed by map of Milton McCammon & Zion Lutheran Church, of recorded as Instrument No. 200103290064405, in the Knox County Register of Deeds Office discloses 40 ft. front, (50 ft. front for church), 10 ft. side (35 ft. front for church) and 35 ft. rear building set back lines, together with utility, drainage and construction easements of 5 ft. on each side of all interior lot lines, 10 ft. utility, drainage and construction easements on inside of road right-of-way and outside boundary lines.

Subject to an easement reserving the right to use parking lot and right of ingress and egress from said lot to Dick Ford Lane, as shown in a Warranty Deed, to Milton McCammon, dated December 16, 1999, filed of record as Instrument #199912270047112, in the Knox County Register of Deeds Office.

Subject to an easement granting right-to-use parking lot and right of ingress & egress from said lot of Dick Ford Lane, referenced in a Quit Claim Deed, to Zion Lutheran Heritage Association, dated March 29, 2001, filed of record as Instrument No. 200103290064490, in the Knox County Register of Deeds Office.

Subject to any family burial grounds, cemeteries or other places of interment located on subject property.

**SCHEDULE B - SECTION I
REQUIREMENTS**

Effective Date: **February 04, 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)**

City Tax Collector: , , , ()

County Tax Collector: , , , ()

**SCHEDULE B - SECTION II
EXCEPTIONS**

Effective Date: **February 04, 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. Subject to all easements, restrictions, and any other matters depicted or disclosed by map of Milton McCammon & Zion Lutheran Church, of recorded as Instrument No. 200103290064405, in the Knox County Register of Deeds Office discloses 40 ft. front, (50 ft. front for church), 10 ft. side (35 ft. front for church) and 35 ft. rear building set back lines, together with utility, drainage and construction easements of 5 ft. on each side of all interior lot lines, 10 ft. utility, drainage and construction easements on inside of road right-of-way and outside boundary lines.
 9. Subject to an easement reserving the right to use parking lot and right of ingress and egress from said lot to Dick Ford Lane, as shown in a Warranty Deed, to Milton McCammon, dated December 16, 1999, filed of record as Instrument #199912270047112, in the Knox County Register of Deeds Office.
 10. Subject to an easement granting right-to-use parking lot and right of ingress & egress from said lot of Dick Ford Lane, referenced in a Quit Claim Deed, to Zion Lutheran Heritage Association, dated March 29, 2001, filed of record as Instrument No. 200103290064490,

in the Knox County Register of Deeds Office.

11. Subject to any family burial grounds, cemeteries or other places of interment located on subject property. Title to that portion of the premises embraced within the bounds of any graves, grave yards or cemeteries with rights of ingress and egress thereto.
12. Taxes have been exempt for this property since 2004. Map #137, Parcel 019. Land Value: \$10,800.00. Improvements: \$120,100.00. Total Assessed Value: #130,900.00.

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