

**Heritage Title Services**  
Agent For

**Old Republic National Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Effective Date: **February 11, 2010 at 08:00 am**  
Issue Date: **February 23, 2010 at 9:09 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: 6102 Shallowford Rd Unit 103, Chattanooga, TN 37421  
Tax ID: 1380 B 002.11**

**Located in the 1st Civil District of Hamilton Co., Tennessee, in the City of Chattanooga, Tennessee, to wit:**

**Being Lot Nine (9), Final Plat, Business Row at Shallowford, as shown by plat of record in Plat Book 61, Page 34, in the Register's Office of Hamilton County, Tennessee, to which reference is made for a more specific description.**

**Subject to and together with the easements, assessments and other rights and obligations described in Declaration of Reciprocal Access, Parking and Easement Agreement for Business Row at Shallowford Buildings A and B recorded in Book 5223, Page 27 and as set out in Master Deed for Business Row at Shallowford Buildings A and B recorded in Book 5223, page 39 and as set out in Maintenance Agreement recorded in Book 4412, Page 81, in the Register's Office of Hamilton Country, Tennessee.**

**Subject to applicable conditions and easements as set out in subdivision regulations in Book 2116, Page 186, in the Register's Office of Hamilton County, Tennessee.**

**Subject to easements and other matters shown on plats recorded in Plat Book 53, Page 132, Plat Book 59, page 60 and Plat Book 61, Page 34 in the Register's Office for Hamilton County, Tennessee.**

**Being the same property conveyed to Branch Banking and Trust Company, by a Substitute Trustee's Deed, dated June 15, 2009, of record in Book 8952, Page 826, of the Public Records of Hamilton County, Tennessee.**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

Effective Date: **February 11, 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 #1380 B 002.11 in the amount of \$4,172.00, good through 2/26/2010.**
9. **The 2008 Storm Water Detention taxes are DELINQUENT in the amount of \$71.30 for tax/parcel ID # Map 138 O-R, Parcel 002.11.**
10. **The 2009 Hamilton County taxes are DUE on 2/26/2010 in the amount of \$3,599.00 for tax/parcel ID # Map 138 O-R, Parcel 002.11. Assessed Property Value=\$325,400.00.**
11. **The 2009 City of Chattanooga taxes are DUE on 2/26/2010 in the amount of \$2,523.80 for tax/parcel ID # Map 138 O-R, Parcel 002.11.**
12. **The 2009 Storm Water Detention taxes are DUE on 2/26/2010 in the amount of \$230.04 for tax/parcel ID # Map 138 O-R, Parcel 002.11.**

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

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

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Effective Date: **February 11, 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 City and all subsequent City Taxes are not yet due or payable.
  9. The 2010 County and all subsequent County Taxes are not yet due or payable.
  10. Subject to and together with the easements, assessments and other rights and obligations described in Declaration of Reciprocal Access, Parking and Easement Agreement for Business Row at Shallowford Buildings A and B recorded in Book 5223, Page 27 and as set out in Master Deed for Business Row at Shallowford Buildings A and B recorded in Book 5223, page 39 and as set out in Maintenance Agreement recorded in Book 4412, Page 81, in the Register's Office of Hamilton County, Tennessee.
  11. Subject to applicable conditions and easements as set out in subdivision regulations in Book 2116, Page 186, in the Register's Office of Hamilton County, Tennessee.
  12. Subject to easements and other matters shown on plats recorded in Plat Book 53, Page 132, Plat Book 59, page 60 and Plat Book 61, Page 34 in the Register's Office for

Hamilton County, Tennessee.

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