

First American Title Insurance Company

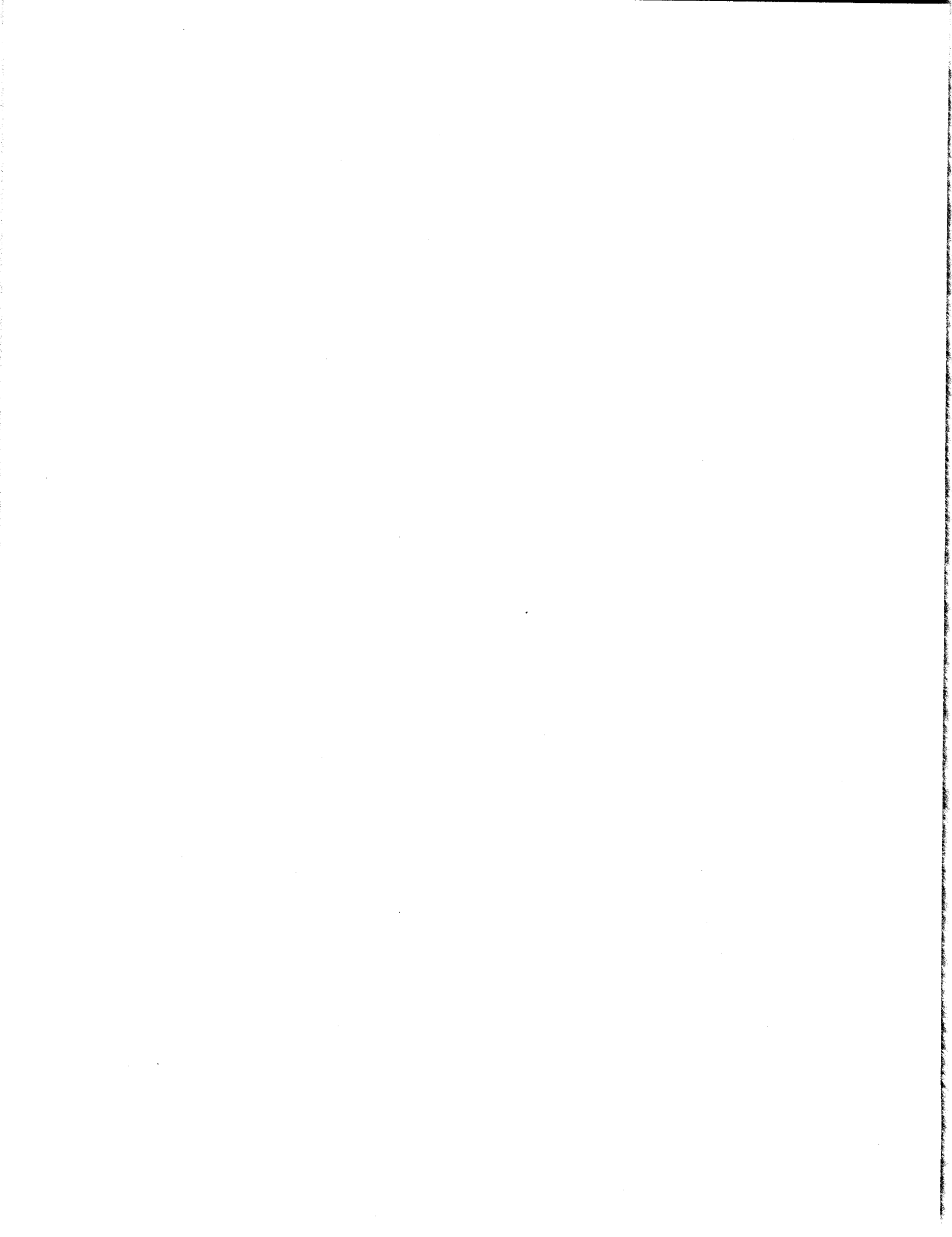
Commitment Number: 94124

SCHEDULE A

1. Commitment Date: August 31, 2009 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy (06/17/06))
Proposed Insured:
TO BE DETERMINED (IN AMOUNT TO BE DETERMINED)
 - (b) Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
S & E Properties, LLC.
4. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tennessee Valley Title Insurance Co.

By: Tracey M. Axtell
Tracey M. Axtell



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**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Owner's Affidavit on attached form.
4. Furnish an accurate, current survey and surveyor's inspection report on attached form.
5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. Properly executed and acknowledged Deed from S & E Properties, LLC, a Tennessee limited liability company, vesting fee simple title in purchaser to be determined.

NOTE: We must be furnished a copy of the limited liability company agreement and all amendments thereto and other evidence satisfactory to the Company that S & E Properties, LLC is a valid and existing limited liability company under the laws of Tennessee, and that all necessary consents, authorizations, resolutions, notices and limited liability company actions relating to the sale and the execution and delivery of the deed as required under applicable law and limited liability company agreements have been conducted, given or properly waived.

NOTE: 2008 Knox County taxes have been paid as follows:

CLT #104NE-005
2008 Knox County - Paid in amount of \$269.00.

CLT #104NE-010
2008 Knox County - Paid in amount of \$269.00.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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 interest or mortgage thereon covered by this Commitment.
2. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
6. 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.
7. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B - Section 1, Items 3 and 6 hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report as required under Schedule B - Section 1, Items 4 and 5 hereinabove may be amended and/or deleted.

8. Taxes for the year 2009, a lien, but not yet due or payable, and all taxes for subsequent years.
9. Covenants and restrictions filed of record as Instrument No. 200607070001969, in the office of the Knox County Register of Deeds, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
10. Matters depicted or disclosed by map recorded as Instrument No. 200503220074479, in the Knox County Register's Office, to include the following:
 - a. 10 foot utility and drainage easements inside exterior lines and road lines, 5 feet each side interior lot lines;
 - b. no access to Hickey Road;
 - c. 20 foot front setback line, 5 foot side and rear setback lines; and 20 foot setback line along Hickey Road.
 - d. 20-foot drainage easement crossing rear of Lot 10.

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Commitment Number: 94124

11. The effect, if any, of the following:

- a. Underground pipeline easement to the City of Knoxville dated September 16, 1988, of record in Deed Book 1958, page 114, in the Knox County Register's Office.
- b. Power line easement contained in the deed of record in Deed Book 1286, page 530, in the Knox County Registers Office.

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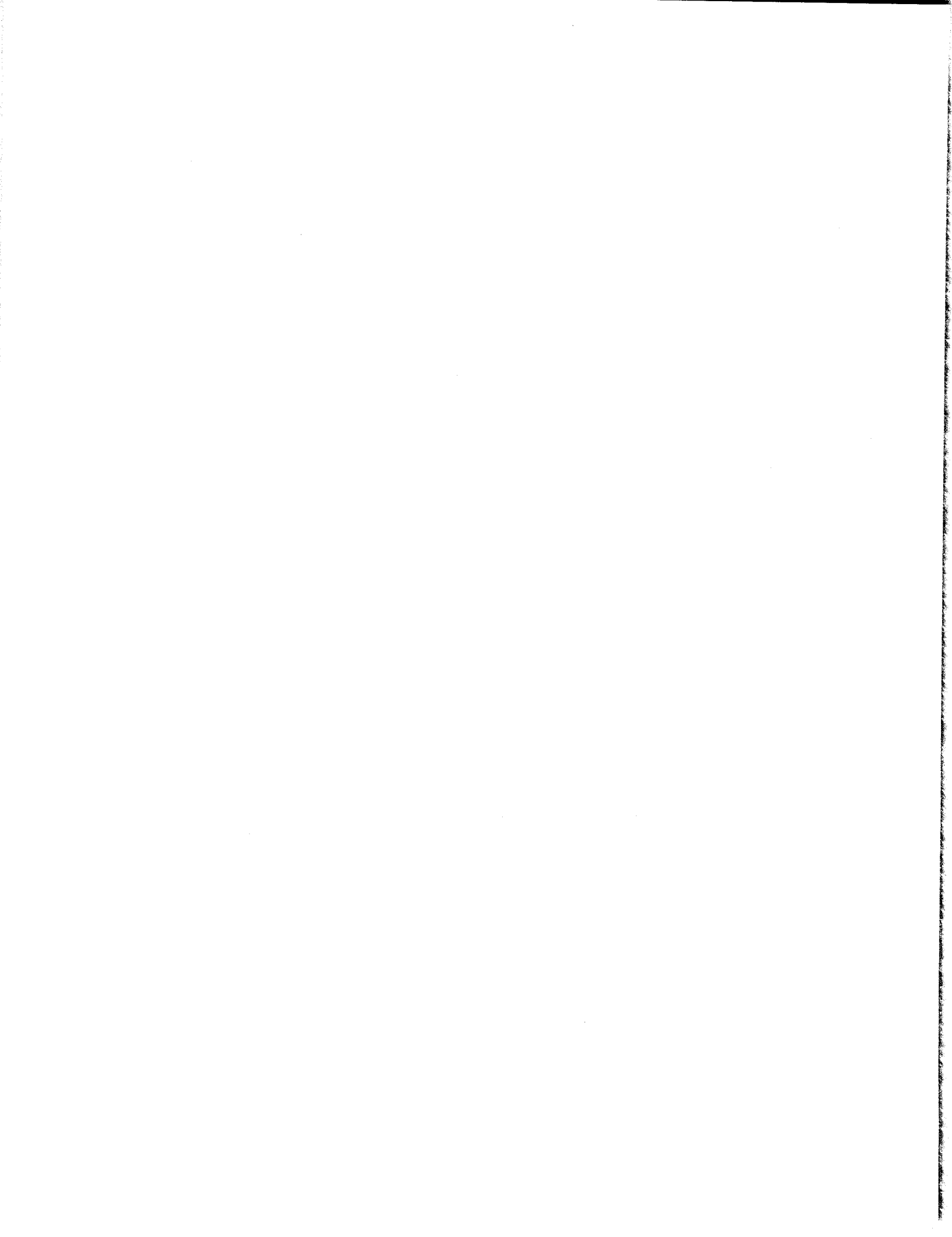
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EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

SITUATED in District No. Six of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lots 5 and 10, Chesterfield Subdivision, Unit 1, as the same appears of record as Instrument No. 200503220074479, in the Register's Office for Knox County, Tennessee, to which specific reference is hereby made for a more particular description.

BEING the same property conveyed to S & E Properties, LLC, by Warranty Deed from David M. Whisnant and wife, Patricia G. Hudson, dated February 11, 2008, and recorded as Instrument No. 200802120060212, in the Register's Office for Knox County, Tennessee.



OWNER/RESPONSIBLE TAXPAYER:

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
1500 First Tennessee Plaza
Knoxville, TN 37929
(94124/tma)

CLT #104NE-005

WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2009, between **S & E PROPERTIES, LLC, a Tennessee limited liability company**, First Party, and _____, of _____ County, Tennessee, Second Party:

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

SITUATED in District No. Six of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lot 5, Chesterfield Subdivision, Unit 1, as the same appears of record as Instrument No. 200503220074479, in the Register's Office for Knox County, Tennessee, to which specific reference is hereby made for a more particular description.

BEING part of that property conveyed to S & E Properties, LLC, by Warranty Deed from David M. Whisnant and wife, Patricia G. Hudson, dated February 11, 2008, and recorded as Instrument No. 200802120060212, in the Register's Office for Knox County, Tennessee.

with the hereditaments and appurtenances thereto appertaining, and all covenants and warranties running in favor of the First Party relating to the property; TO HAVE AND TO HOLD the same unto the Second Party, ___ heirs and assigns forever.

AND said First Party, for itself and its successors and assigns, does hereby covenant with said Second Party, ___ heirs and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 2009, which shall be prorated as of the date of closing and which Second Party assumes and agrees to pay, and the following matters:

This conveyance is made subject to any and all applicable restrictions, agreements, easements and building setback lines as are shown in the records in the Knox County Register's Office and further to any matter and/or condition which would be disclosed by a current, accurate survey or inspection of the property herein described.

and that it will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

