



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

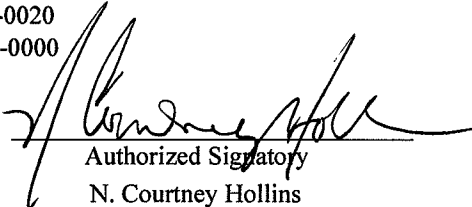
All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

TN2429 004158.12
Wyatt, Tarrant & Combs, LLP
2525 West End Avenue, Ste. 1500
Nashville, TN 37203-1744
Tel:(615) 244-0020
Fax:(000) 000-0000

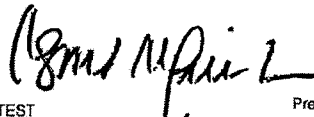

Countersigned:


Authorized Signatory
N. Courtney Hollins



CHICAGO TITLE INSURANCE COMPANY

By:


ATTEST President

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

CHICAGO TITLE INSURANCE COMPANY
Claims Dept. PO Box 45023, Jacksonville, FL 32232-5023
FAX

SCHEDULE A

File No.: 004158.12
Loan No.:

Commitment No.: 004158.12

1. Effective Date: May 29, 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:

(b) _____ Loan Policy
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Geoffrey P. Eisenstadt

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

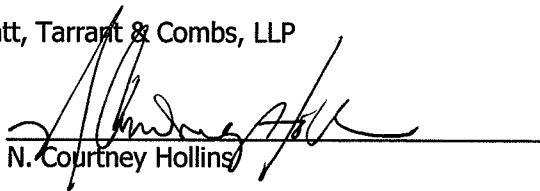
Situated in the Second (2nd) Civil District of Loudon County, Tennessee, and within the corporate limits of the city of Lenoir City, Tennessee and being more particularly described as follows:

Beginning at an iron pin in the South line of Broadway, said point being distant 150 feet Easterly from the southeast corner of Broadway and Hill Street, thence from said beginning point with said line of Broadway North 52 deg. 45 min. East 50.00 feet to an iron pin; thence South 37 deg. 16 min. East 123.0 feet to an iron pin; thence with the line of Depot Street South 27 deg. 48 min. West 27.57 feet to a point; thence South 52 deg. 45 min. West 25.0 feet to an iron pin; thence North 37 deg. 15 min. West 134.6 feet to the point of beginning.

Being the same property conveyed to Geoffrey P. Eisenstadt by deed from Budde A. Wolfe and wife, Lisbeth S. Wolf of record in Book 264, Page 627, Register's Office for Loudon County, Tennessee.

This description is taken from the Survey of Jim W. Sullivan, Surveyor No. 1306, dated 12-21-2001.

Wyatt, Tarrant & Combs, LLP

By: 
N. Courtney Hollins

**SCHEDULE B - SECTION I
REQUIREMENTS**

File No.: 004158.12

Commitment No.: 004158.12

Compliance with the following is required:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

Substitute Trustee's Deed conveying the property described on Schedule "A".
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Payment of the full consideration to or for the account of the grantor(s) or mortgagor(s).
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 and exceptions.
5. 2007 County taxes (Map 020L-L-014.00; Parcel): \$855.00. A lien, due and payable, unpaid and delinquent.

2008 County taxes (Map 020L-L-014.00; Parcel): \$747.00. A lien, due and payable, unpaid and delinquent.
6. 2007 City taxes (Map 020L-L-014.00; Parcel): \$656.00. A lien, due and payable, unpaid and delinquent.

2008 City taxes (Map 020L-L-014.00; Parcel): \$582.00. A lien, due and payable, unpaid and delinquent.
7. Satisfactory evidence that the foreclosure of the Deed of Trust of record in Book 562, Page 492, Register's Office for Loudon County, Tennessee, was accomplished in compliance with the provisions contained in said Deed of Trust and applicable state law.
8. Provided the sale is conducted accordingly, the following liens will be cancelled. Otherwise, said liens will be exceptions to title on Schedule B-II: (A) Judgment obtained by Citifinancial, Inc. of recorded in Book 24, Page 225; (B) Tennessee Department of Revenue State Tax Lien of record in Book 28, Page 677; (C) Judgment obtained by Clarence O. Michael of record in Book 28, Page 843; and (D) Order for Default Judgment obtained by Payment Alliance International of record in Book 28, Page 922, all documents recorded in the Register's Office for Loudon County, Tennessee.
9. Receipt of notice from the Tennessee Department of Revenue that it received the required notice of the foreclosure sale

END OF SCHEDULE B - SECTION I

**SCHEDULE B - SECTION II
EXCEPTIONS**

File No.: 004158.12

Commitment No.: 004158.12

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. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Easements or claims of easements not shown by the public records.
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.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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.
7. City and/or County Taxes for the year 2009 and subsequent years: A lien, not yet due or payable.

If improvements are completed after January 1st of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603, et seq.

8. The right of the State of Tennessee to redeem said land within 120 days from the date of sale as provided for by T.C.A. 67-1-1420 and 67-1-1433.
9. 2007 County Personalty taxes (Map 020L-L-014.00; Parcel): \$233.00. A lien, due and payable, unpaid and delinquent.

2008 County Personalty taxes (Map 020L-L-014.00; Parcel): \$203.00. A lien, due and payable, unpaid and delinquent.

END OF SCHEDULE B - SECTION II

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Companies - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/
 Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
 Fidelity National Financial, Inc.
 601 Riverside Avenue
 Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.