

Ticor Title Insurance Company

Commitment Number: 07-9648J

SCHEDULE A

1. Commitment Date: October 2, 2007 at 04:00 PM

2. Policy (or Policies) to be issued: Amount

(a) Owner's Policy (ALTA Own. Policy 10/17/92) TBD
Proposed Insured: TBD

(b) Loan Policy (ALTA Loan Policy 10/17/92)
Proposed Insured:
their successors and assigns as their interest may appear as
defined in paragraph 1(a) of the conditions and stipulations of
this policy.

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by FSG BANK, SUCCESSOR TRUSTEE U/A CHARLYNE A. EPSTEIN REVOCABLE LIVING TRUST DATED FEBRUARY 3, 1998.

4. The mortgage and assignments, if any, covered by the Commitment are described as follows:

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

LOCATED IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Being one tract of ground fronting 100 feet on the East line of Greenwood Drive and extending Eastwardly between parallel lines 163 feet, more or less, to the eastern one-half of the property conveyed to H. S. Bouton, Trustee, by deed recorded in Book 1414, Page 197, in the Register's Office of Hamilton County, Tennessee, said tract herein conveyed being designated in said deed as Lots 3 and 4, Greenwood Addition. EXCEPT any part of said tract within the resolution for alley way purposes' as set out in the deed recorded in Book 419, Page 515, said Register's Office.

For prior title see deed recorded in Book 5110, Page 841, in the Register's Office of Hamilton County, Tennessee.

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**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. 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.
 - a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - b. Pay us the premiums, fees and charges for the policy.
 - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - d. 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 make additional requirements or exceptions relating to the interest or the loan.
- e. Affidavit must be executed by the grantors herein that there are no unpaid bills or claims for labor or services performed or materials furnished on the herein described property.
- f. Privacy Policy must be executed by the parties herein on the herein described property.
- g. This Company reserves the right to modify these requirements as it may deem necessary.
- h. Execution and recordation without intervening rights of a Warranty Deed from FSG BANK, SUCCESSOR TRUSTEE U/A CHARLYNE A. EPSTEIN REVOCABLE LIVING TRUST DATED FEBRUARY 3, 1998 to _____ conveying the property under Schedule "A" herein.
- i. Execution and recordation without intervening rights of a Deed of Trust executed by
- j. PROPERTY TAXES for Tennessee, are a lien, DUE AND PAYABLE, as of October 1st of each calendar year.
- k. TAXES for the year 2007 are a lien, NOW DUE AND PAYABLE. Tax parcel number 146E-J-020, assessed in the amount of \$37,440.00. Amount due 2007 County: \$1,181.00, Bill #18642; Amount due 2007 City & Stormwater: \$860.43, Bill #18737.

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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.

- a. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
- b. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- c. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- d. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
- e. All assessments and taxes due in 2007 and thereafter.
- f. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.
- g. Policy when issued will insure that said restrictions have not been violated to date so as to affect the validity or priority of the Deed of Trust/Security Deed to be shown on Schedule "A" thereof, that said restrictions do not contain a forfeiture or reversionary clause, and that a future violation thereof will not cause a forfeiture or reversion of title.
- h. Any Governmental zoning and subdivision ordinances and regulations in effect thereon.