

First American Title Insurance Company

Commitment Number: 07-9643P

SCHEDULE A

1. Commitment Date: September 19, 2007 at 04:00 PM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy 10/17/92)
Proposed Insured:
TBD
 - (b) Loan Policy (ALTA Loan Policy 10/17/92)
Proposed Insured:
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, 1989.
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:
Lot Five (5), Block Two (2), Missionary Heights, as shown on plat of record in Plat Book 5, Page 29 in the Register's Office of Hamilton County, Tennessee.

For prior title and last instrument of record affecting title to the above described real estate, see deed in Book 6526, Page 9 in said Register's Office.

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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 to _____ conveying the property under Schedule "A" herein.
- i. Execution and recordation without intervening rights of a Deed from Revocable Living Trust of Louis J. Epstein dated February 3, 1998
- 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. Hamilton County \$590.00, Bill #18636; City of Chattanooga and Stormwater \$412.21 and \$24.00, Bill #18731. Map and Parcel #146D-G-013. Assessed \$18,720.00

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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.

- 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.