



Security Union Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Security Union Title Insurance Company

Security Union Title Insurance Company, a California 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, Security Union 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.

TN2783

Pioneer Title Agency, Inc.
513 Georgia Avenue
Chattanooga, TN 37403
Tel:(423) 756-8221
Fax:(000) 000-0000

Countersigned:
Authorized Signatory



SECURITY UNION TITLE INSURANCE COMPANY
ATTEST
[Signature]

C O M M I T M E N T

SCHEDULE A

Number PTA 113137

Effective Date September 17, 2008

1. Policy or Policies to be issued:

ALTA OWNER'S (06/17/2006) \$tbd

Proposed Insured: tbd

ALTA LOAN (06/17/2006) \$tbd

Proposed Insured: tbd

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

First Tennessee Bank National Association

3. The land referred to in this Commitment is described in Schedule C.

SCHEDULE B - Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
Limited Warranty Deed from First Tennessee Bank National Association into tbd.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

C O M M I T M E N T

**SCHEDULE B - SECTION II
EXCEPTIONS**

Number PTA 113137

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 interest or mortgage thereon covered by this Commitment.
2. Any Owner's Policy issued pursuant hereto will contain under Schedule B the Standard Exceptions listed below. Any Loan Policy issued pursuant hereto will contain Standard Exceptions (A) and (D) unless a satisfactory survey and inspection of the premises is made.
 - (A) Rights or claims of parties in possession not shown by the public records;
 - (B) 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;
 - (C) Taxes or special assessments which are not shown as existing liens by the public records;
 - (D) 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. Special Exceptions:
 - (1) The mortgage, if any, noted under Item 1 of Schedule B - Section 1 (Owner's Policy only.)
 - (2) Taxes for the year 2008 are a lien, not yet due and payable. State and County \$681.00, City of Chattanooga \$475.63 (City Storm Water fee is not yet available), Assessment \$21,600.00, Tax Map No. 157I-A-033; taxes due as of October 1, 2008.

Taxes for the year of 2007 are Delinquent. State and County \$753.00, City of Chattanooga \$689.01, City Storm Water fee \$38.09 (all includes interest, atty's fee & court cost), Tax Map No. 157I-A-033; delinquent taxes good thru September 30, 2008.

Taxes for the year of 2006 are Delinquent. State and County \$996.13, City of Chattanooga \$778.89, City Storm Water fee \$41.68 (all includes interest, atty's fee & court cost), Tax Map No. 157I-A-033; delinquent taxes good thru September 30, 2008.

Taxes for the year of 2005 are Delinquent. State and County \$1,214.19, City of Chattanooga \$872.42, City Storm Water fee \$45.26 (all includes interest, atty's fee & court cost), Tax Map No. 157I-A-033; delinquent taxes good thru September 30, 2008.
 - (3) 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;
 - (4) Taxes or special assessments which are not shown as existing liens by the public records;
 - (5) Subject to restrictions as set out in instrument recorded in Book 812, Page 636, Book 1433, Page 365 and Book T, Volume 24, Page 538, in the Register's Office of Hamilton County, Tennessee.

C O M M I T M E N T

SCHEDULE C

Number PTA 113137

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

Located in the City of Chattanooga, Hamilton County, Tennessee:

Lot Twenty-four (24), Amended Plat of Aragon Heights, as shown by plat of record in Book T, Volume 24, Page 538, in the Register's Office of Hamilton County, Tennessee. According to said plat, said lot is more particularly described as follows:

BEGINNING at a point in the Western line of Eastview Avenue, at the Northeast corner of Lot 23 in said addition, which point is 158 feet Northwardly from the Northwest intersection of said Eastview Avenue and South Terrace; running thence Westwardly, along the Northern line of said Lot 23, 180 feet to the Eastern line of an alley; thence Northwardly along the Eastern line of said alley, 82 feet to the Southwest corner of Lot 25 in said addition; thence Eastwardly, along the Southern line of said Lot 25, 180 feet to the Western line of said Eastview Avenue; thence Southwardly, along the Western line of Eastview Avenue, 82 feet to the point of beginning.

The source of Grantor's interest is conveyed by Trustee's Deed recorded in Book 8064, Page 595, in the Register's Office of Hamilton County, Tennessee.