

Old Republic National Title Insurance Company

Commitment Number: 92673

SCHEDULE A

1. Commitment Date: April 7, 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 AN 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
Roger M. Moore, Jr..
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. Cancellation and release of record the Deed of Trust from Rocky Top Development, LLC, to R. Louis Crossley, Jr., Trustee for R. Kenneth Vann, in the original amount of \$478,000.00, dated July 18, 2008, and recorded as Instrument No. 200807180004302, in the Knox County Register's Office.
6. 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 Roger M. Moore, Jr., and wife, if married, vesting fee simple title in purchaser to be determined.

NOTE: 2008 Knox County taxes in the amount of \$4,348.00 have been paid. CLT #129-035.07.

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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. Matters depicted or disclosed by map of record as Instrument No. 200707130004044, in the office of the Knox County Register of Deeds.
10. Utility Easement and Right of Way to West Knox Utility District, dated August 5, 2005, and recorded as Instrument No. 200707190005720, in the Knox County Register's Office.

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EXHIBIT A
PROPERTY DESCRIPTION

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

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lot 1R, Resubdivision of Lots 1, 2, 3 and 4, Property of James A. Hart, as shown by map of same of record under Instrument No. 200707130004044, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description.

BEING the same property conveyed to Roger M. Moore, Jr. by Quit Claim Deed from Rocky Top Development, LLC, a Tennessee limited liability company, dated December 17, 2008, and recorded as Instrument No. 200812180038289, 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
(92673/tma)

Tax I.D. No. 129-035.07

WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2009, between **ROGER M. MOORE, JR.**, _____, of Knox County, Tennessee, 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 me 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, to-wit:

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Lot 1R, Resubdivision of Lots 1, 2, 3 and 4, Property of James A. Hart, as shown by map of same of record under Instrument No. 200707130004044, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description.

BEING the same property conveyed to Roger M. Moore, Jr. by Quit Claim Deed from Rocky Top Development, LLC, a Tennessee limited liability company, dated December 17,2008, and recorded as Instrument No. 200812180038289, in the Register's Office for Knox County, Tennessee.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD the same unto the Second Party, _____ heirs, successors and assigns forever.

AND said First Party, for himself and his heirs, successors and assigns, does hereby covenant with said Second Party, _____ heirs, successors and assigns, that he 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 are assumed by Second Party; and

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 he will forever warrant and defend the said premises and 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.

IN WITNESS WHEREOF, the said First Party hereunder has executed this instrument the day and year first above written.

ROGER M. MOORE, JR.

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, ROGER M. MOORE, JR., the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this ____ day of _____, 2009.

My Commission Expires:

NOTARY PUBLIC

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, _____, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this ____ day of _____, 2009.

My Commission Expires:

NOTARY PUBLIC

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$_____.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2009.

My Commission Expires:

NOTARY PUBLIC