

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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.

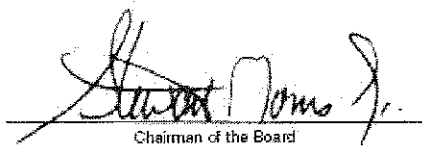
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months 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.

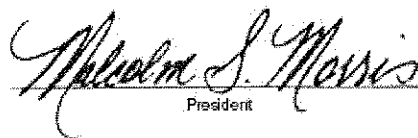
The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

  
Chairman of the Board



  
President

Countersigned:  
  
Authorized Countersignature

Fairway Title Company  
Company

Knoxville, TN 37934  
City, State

## 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 acquires 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 and Stipulations.
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 Stipulations 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/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

## SCHEDULE A

Order Number: 2009466

Commitment Number: 2009466

1. Effective Date: November 9, 2009 at 8:00 AM

2. Policy or Policies to be issued:

(a)  ALTA Owner's  
Proposed Insured: Proposed Insured

Amount of Insurance  
To Be Determined

(b)  ALTA Mortgagee's  
Proposed Insured: Proposed Insured

To Be Determined

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:  
Mike Underwood Builders, Inc.

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

See Exhibit "A" attached hereto and made a part hereof

The above description is from the previous deed of record, no boundary line description done at the time of this conveyance.

## SCHEDULE B

### PART I & II

Order Number: 2009466

Commitment Number: 2009466

#### I. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

- (a) Owner's Lien Affidavit must be properly executed and furnished Fairway Title Company.
- (b) Notice and Waiver (declining Owner's Title Insurance) must be properly executed, and furnished Fairway Title Company if the purchaser(s) do not desire an Owner's Title Insurance Policy.
- (c) 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 of the loan.
- (d) Warranty Deed from to Proposed Insured, must be properly executed, acknowledged and recorded in the Register's Office for Knox County, Tennessee.
- (e) Cancellation or partial release of Trust Deed from Mike Underwood Builders, Inc. to Kenneth Clark Hood, Trustee, dated January 28, 2005, and recorded in Instrument No. 200502040061674, securing the original amount of \$1,500,000.00 to American Fidelity Bank, encumbering Lots 17, 20, 44, and 45, Washington Pointe Subdivision; as modified by Modification of Promissory Note and Deed of Trust to Add Additional Property, dated December 1, 2005, and recorded in Instrument No. 200512130051898, to add Lots 8, 37, 38, 40 and 43, Gray Eagle Springs Subdivision, **adding no new money**; as modified by Modification of Promissory Note and Deed of Trust to Add Additional Property and New Money, dated June 30, 2006 and recorded in Instrument No. 200607060001593, to add Lots 25, 27, 31 and 32, Gray Eagle Springs Subdivision, **adding \$500,000.00 new money**; as modified by Modification of Promissory Note and Deed of Trust to Add Additional Property and New Money, dated October 4, 2006, and recorded in Instrument No. 200610100031381, adding Lots 4, 7, and 44, Gray Eagle Springs Subdivision, **adding \$1,000,000.00 new money**; as modified by Modification of Promissory Note and Deed of Trust to add Additional Property and New Money, dated May 16, 2007, and recorded in Instrument No. 200705230095987, adding Lot 3, Gray Eagle Springs Subdivision, **adding no new money**; as corrected by Corrected Modification of Promissory Note and Deed of Trust to add Additional Property and New Money, dated July 6, 2007, and recorded in Instrument No. 200707170004938, adding Lot 3, Gray Eagle Springs Subdivision, **adding no new money**; as modified by Modification of Promissory Note and Deed of Trust to add Additional Property and New Money, dated July 6, 2007, and recorded in Instrument No. 200707170004939, adding Lots 4, 7 and 44, Gray Eagle Springs Subdivision, **adding no new money**; and as modified by Modification of Promissory Note and Deed of Trust, dated January 31, 2008, and recorded in Instrument No. 200802050058565, adding Lots 16, 17, 19, 23, 26, **30**, 33, 35, 36, and 41, Gray Eagle Springs Subdivision, **adding no new money**, must be paid and satisfied of record or the same will be set forth as an exception in the policy. (Includes other property)
- (f) Cancellation or partial release of Trust Deed from Gray Eagle Springs Subdivision, The Partnership, a Tennessee General Partnership, to Kenneth Clark Hood, Trustee, dated March 18, 2005, and recorded in Instrument No. 200503180073665, securing the original amount of \$1,540,000.00 to American Fidelity Bank; as modified by Modification of Promissory Note and Deed of Trust to Add New Money, dated December 22, 2005, and recorded in Instrument No. 200601200061385, **adding \$175,410.00 new money**, must be paid and satisfied of record or the same will be set forth as an exception in the policy. (Includes other property)
- (g) Cancellation or release of State Tax Lien filed by the Tennessee Department of Revenue against Mike Underwood Builders, Inc., 620 N. Campbell Station Road, Suite 25, Knoxville, Tennessee 37934-1624, dated October 2, 2009, and recorded in Instrument No. 200910090025866, with no amount given, bearing Entity ID: 001 62-1410010/00, must be paid and satisfied of record or the same will be set forth as an exception in the policy.
- (h) County taxes for the year 2008 are due and payable in the amount of \$381.36, if paid in November, which constitutes a lien against subject property. (118GG-030)
- (i) County taxes for the year 2009 are due and payable in the amount of \$295.00 which constitutes a lien against subject property. (118GG-030)

## SCHEDULE B

### PART I & II

Order Number: 2009466

Commitment Number: 2009466

- II. 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 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. Standard Exceptions:
    - (a) Rights or claims of parties in possession not shown by the public records.
    - (b) Easements, or claims of easements, not shown by the public records.
    - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
    - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
    - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
    - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
  3. Special Exceptions:
    - (a) Subject to Restrictions filed of record in Instrument No. 200604070084182, as amended in Instrument No. 200610100031372, both in the Register's Office for Knox County, Tennessee.
    - (b) Subject to matters shown on the recorded map of record in Instrument No. 200511220045763, in the Register's Office for Knox County, Tennessee, which indicates the following: a) a 20 foot minimum building set back line on front; 35 feet on rear; 5 feet on sides; b) a 5 foot utility and drainage and construction easement inside all lot lines; 10 feet inside road and exterior lot lines; c) a 15 foot sanitary sewer easement; 7.5 feet on each side as installed, where applicable; d) vehicular access for all lots is limited to interior road system only; e) 400 feet of sight distance as defined by the Knoxville/Knox County Minimum subdivision regulations is certified in both directions at the intersection of Gray Eagle Lane and Bob Gray Road.
    - (c) All assessments and taxes for the year 2010 and all subsequent years.
    - (d) This property may be subject to fees, dues and assessments of a Homeowners' Association.
    - (e) Subject to zoning ordinances which control the uses which may be made of the property.
    - (f) This conveyance is made subject to applicable restrictions, building set-back lines, existing easements and to all conditions as shown on the recorded map(s).

EXHIBIT "A"

**SITUATED** in District Six (60 of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Lot 30, Gray Eagle Springs Subdivision, as shown by map of the record in Instrument No. 200511220045763, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description.

**BEING** a part of the same property conveyed to Mike Underwood Builders, Inc., by Gray Eagle Springs Subdivision, a Tennessee General Partnership, by Quit Claim Deed dated January 30, 2008, and recorded in Instrument No. 200802050058561, in the Register's Office for Knox County, Tennessee.

**THIS** conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions shown on the recorded map.

**Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

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