



## **First American Title Insurance Company**

### **COMMITMENT INFORMATION SHEET**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:

First American Title Insurance Company National Commercial Services  
315 Deaderick Street, Amsouth Center, Suite 2055  
Nashville, TN 37238

or

The office which issued this Commitment

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# TITLE INSURANCE COMMITMENT

BY

## ***First American Title Insurance Company***

### AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

***First American Title Insurance Company***

BY *Curt B. Johnson* PRESIDENT

ATTEST *Marilyn H. King* SECRETARY



## SCHEDULE A

1. Commitment Date: August 05, 2008 at 7:30 a.m.
2. Policy (or Policies) to be issued:
  - a. ALTA Owners Policy (06-17-06) \$TBD  
  
Proposed Insured:  
To be determined
  - b. ALTA Loan Policy (06-17-06) \$TBD  
  
Proposed Insured:  
To be determined, its successors and assigns as their interests may appear
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by GreenBank .
4. The Land referred to in this Commitment is described as follows:

**See Schedule A attached hereto and made a part hereof:**

## **SCHEDULE A (Continued)**

File No.: **NCS-364043-NAS**

Land in Davidson County, Tennessee, being Lot Number 353, on the Plan of Section One, Autumn Oaks, of record in Plat Book 913 and 914, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to GreenBank by Trustee's Deed of record in Instrument No. 20080627-0066615, said Register's Office.

## **SCHEDULE B - SECTION I**

### **REQUIREMENTS**

File No.: **NCS-364043-NAS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or mortgage to be Insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. 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.
5. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
6. Record Deed from GreenBank to TBD.

## **SCHEDULE B - SECTION II**

### **EXCEPTIONS FROM COVERAGE**

File No.: **NCS-364043-NAS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public record.
7. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.
8. No insurance is afforded as to the acreage or square footage contained in the insured property.
9. Taxes and assessments for the year 2008 and subsequent years, not yet due and payable.
10. 2008 Davidson County property taxes are a lien but not yet due and payable. Map Map/Parcel: 181-10-0-A-037.00 CO.
11. All matters of record as shown on the Plat of Record in Plat Book 9700, Page 913 said Register's Office.
12. Restrictive covenants of record in Instrument No. 20010912-0099443 and in Record Book 6704, Page 397, Record Book 6968, Page 30, Record Book 6704, Page 405 said Register's Office.
13. Right-of-way Easement to Columbia Gulf Transmission Company of record in Record Book 4240, Page 667 said Register's Office (partially released at Record Book 6968, Page 25).

14. Right-of-way Easement to Columbia Gulf Transmission Company of record in Record Book 2245, Page 271 said Register's Office (partially released at Record Book 6968, Page 25).
15. Graveyard Right-of-way Easements of record at Record Book 261, Page 284 and Record Book 6704, Page 397 said Register's Office.
16. Water mains and appurtenances Easements of record at Record Book 7515, Page 298 said Register's Office.
17. Easements for sewers at Record Book 7515, Page 298, and Record Book 9434, Page 196, and at Record Book 9343, Page 199, said Register's Office.
18. Easement for storm water retention of record at Record Book 7760, Page 970 said Register's Office.
19. Charter for Autumn Oaks Homeowner's Association, Inc. of record in Instrument No. 20010912-0099442 said Register's Office.
20. Any and all building and zoning regulations of City, County and State.

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.



## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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