

COMMITMENT FOR TITLE INSURANCE



Issued By the Old Republic National Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 (6) 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.

IN WITNESS WHEREOF, Old Republic National 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. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Issued through the Office of

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

  
\_\_\_\_\_  
Authorized Signatory

By  President  
Attest  Secretary

**SCHEDULE A  
COMMITMENT**

Name and Address of Title Insurance Company:

Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401

File Number: 9790-566

1. Effective Date: September 8, 2009 at 8:00 a.m.  
2. Policy or Policies to be Issued:

ALTA Owners Policy

Standard Form 6/17/06

\$ To Be Determined  
(not to exceed \$1,000,000.00)

Proposed Insured:

To Be Determined

ALTA Loan Policy

Standard Form 6/17/06

\$To Be Determined  
(not to exceed \$1,000,000.00)

Proposed Insured:

To Be Determined

3. Interest in the land described in this Commitment is owned, at the Commitment Date, by

F. Alexander Stewart

4. The Land referred to in this Commitment is described as follows:

SITUATED in the Second Civil District, of Anderson County, Tennessee, in the City of Oak Ridge, Tennessee, and being more particularly described as follows:

DESIGNATED as Parcel Number 249 and 249.01 on the plat entitled as "Resubdivision, Parcel 249, Block Plan SD 17CK" of record in Map Book 4, Slide 142A, in the Register's Office of Anderson County, Tennessee, to which map specific reference is hereby made for a more particular description.

This conveyance is made subject to applicable restrictions, building lines and all existing easements; 30 foot minimum building setback line from west and south property lines, water

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ORT Form 4308  
ALTA Commitment for Title Insurance 6/06

9790-566  
JRM/Insurance/  
City of Oak Ridge Block F21 Lot 249

lines off Brisbane Avenue as shown, 12" storm sewer east side of property and center of property, private drainage easement east side of property, 4" cleanout east side of property, sign easement northeast corner, two 10 foot access easements across center of property, all per plat of record.

BEING the same property conveyed to R. B. Stewart, Jr., and F. Alexander Stewart, as tenants in common with right of survivorship by Warranty Deed dated June 14, 1999 of record in Book 1111, page 190 in the Anderson County Register of Deeds Office. R. B. Stewart, Jr. died a resident of Knox County, Tennessee, extinguishing his survivorship interest in the property.

**SCHEDULE B-I**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You will 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. Execution of an Affidavit from an officer of Greeneville Federal Bank stating that a default under the secured indebtedness has occurred and that pursuant to Tennessee Code Annotated 47-9-607(b)(2) the owner of the secured indebtedness is entitled to enforce the Deed of Trust judicially.
6. 2006 Anderson County taxes are DELINQUENT in the amount of \$5,826.75 (if paid by September, 2009); Receipt No. 31743; 2007 Anderson County taxes are DELINQUENT in the amount of \$5,163.99 (if paid by September, 2009); Receipt No. 32177. 2008 Anderson County taxes are DELINQUENT in the amount of \$4,068.93 (if paid by September, 2009); Receipt No. 31659. CLT No. 094FE-010.00-000; Assessment: \$137,400.00. 2006 City of Oak Ridge taxes are DELINQUENT in the amount of \$5,389.68 (if paid by September, 2009), Receipt No. 11559. 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$4,491.06 (if paid by September, 2009), Receipt No. 11559. 2009 City of Oak Ridge taxes are DELINQUENT in the amount of \$4,034.34; Receipt No. 12404 (if paid by September, 2009)

2006 Anderson County taxes are DELINQUENT in the amount of \$384.42 (if paid by September, 2009); Receipt No. 31744. 2007 Anderson County taxes are DELINQUENT in the amount of \$347.58 (if paid by September, 2009); Receipt No. 32178. 2008 Anderson County taxes are DELINQUENT in the amount of \$226.24 (if paid by September, 2009); Receipt No. 31660. CLT No. 094FE-010.00-001; 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$249.77 (if paid by September, 2009); 2009 City of Oak Ridge taxes are in DELINQUENT the amount of \$224.33; receipt No. 12405 (if paid by September, 2009)

2006 Anderson County taxes are DELINQUENT in the amount of \$892.72 (if paid by September, 2009); Receipt No.31745. 2007 Anderson County taxes are DELINQUENT in the amount of \$797.44; Receipt No.32179 (if paid by September, 2009), CLT No. 094FE-010.00-002. 2008 Anderson County taxes are DELINQUENT in the amount of \$585.15 (if paid by September, 2009); Receipt No. 31661. 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$645.83 (if paid by September, 2009); 2009 City of Oak Ridge taxes are DELINQUENT in the amount of \$580.19; Receipt No. 12406. (if paid by September, 2009)

2006 Anderson County taxes are DELINQUENT in the amount of \$597.45 (if paid by September, 2009); Receipt No.31746. 2007 Anderson County taxes are DELINQUENT in the amount of \$536.13; Receipt No.32180 (if paid by September, 2009), CLT No. 094FE-010.00-003. 2008 Anderson County taxes are DELINQUENT in the amount of \$376.67 (if paid by September, 2009); Receipt No. 31662. 2007 City of Oak Ridge taxes are DELINQUENT in the amount of \$438.18 (if paid by September, 2009); 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$415.72 (if paid by September, 2009); 2009 City of Oak Ridge taxes are DELINQUENT in the amount of \$373.48; Receipt No. 12407. (if paid by September, 2009)

2006 Anderson County taxes are DELINQUENT in the amount of \$329.07 (if paid by September, 2009); Receipt No. 31747. 2007 Anderson County taxes are DELINQUENT in the amount of \$298.59; Receipt No. 32181 (if paid by September, 2009), CLT No. 094FE-010.00-004. 2008 Anderson County taxes are DELINQUENT in the amount of \$187.16 (if paid by September, 2009); Receipt No. 31663. 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$206.56 (if paid by September, 2009); 2009 City of Oak Ridge taxes are DELINQUENT in the amount of \$185.56; Receipt No. 12408 (if paid by September, 2009).

2006 Anderson County taxes are DELINQUENT in the amount of \$464.91 (if paid by September, 2009); Receipt No. 31748. 2007 Anderson County taxes are DELINQUENT in the amount of \$418.83; Receipt No. 32182 (if paid by September, 2009), CLT No. 094FE-010.00-005. 2008 Anderson County taxes are DELINQUENT in the amount of \$283.09 (if paid by September, 2009); Receipt No. 31664. 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$312.50 (if paid by September, 2009); 2009 City of Oak Ridge taxes are DELINQUENT in the amount of \$280.70; Receipt No. 12409 (if paid by September, 2009).

2006 Anderson County taxes are DELINQUENT in the amount of \$183.08 (if paid by September, 2009); Receipt No. 31749. 2007 Anderson County taxes are DELINQUENT in the amount of \$169.40; Receipt No.32183 (if paid by September 2009), CLT No. 094FE-010.00-006. 2008 Anderson County taxes are DELINQUENT in the amount of \$84.09 (if paid by September, 2009); Receipt No. 31665. 2007 City of Oak Ridge taxes are DELINQUENT in the amount of \$169.36 (if paid by September, 2009); 2008 City of Oak Ridge taxes are DELINQUENT in the amount of \$92.87 (if paid by September, 2009); 2009

City of Oak Ridge taxes are DELINQUENT in the amount of \$83.39; Receipt No. 12410. (if paid by September, 2009)

7. Proper foreclosure of the following security instruments:

- A. Deed of Trust, Assignment of Rents and Security Agreement dated November 30, 2005 executed by R. B. Stewart, Jr., and F. Alexander Stewart, to Brandon Hull, Trustee for Greeneville Federal Bank, FSB, of record in Book 1410, page 950 in the Anderson County Register of Deeds Office which states that it secures a note in the sum of \$625,000.00. Extension and Modification Agreement dated August 10, 2007 of record in Book 1461, page 1240 in the Anderson County Register of Deeds Office. Extension and Modification Agreement dated March 28, 2008 of record in Book 1477, page 633 in the Anderson County Register of Deeds Office.
- B. Deed of Trust, Assignment of Rents and Security Agreement dated November 10, 2006 executed by R. B. Stewart, Jr., and F. Alexander Stewart, to Brandon Hull, Trustee for Greeneville Federal Bank, FSB, of record in Book 1439, page 425 in the Anderson County Register of Deeds Office which states that it secures a note in the sum of \$430,186.73. Extension and Modification Agreement dated August 10, 2007 of record in Book 1461, page 1240 in the Anderson County Register of Deeds Office. Extension and Modification Agreement dated March 28, 2008 of record in Book 1477, page 633 in the Anderson County Register of Deeds Office. Extension and Modification Agreement dated March 28, 2008 of record in Book 1477, page 637 in the Anderson County Register of Deeds Office.

8. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed of record in the Anderson County Register of Deeds Office:

- A. Proper execution of Appointment of Garrett P. Swartwood as Substitute Trustee and recordation of the same in the Anderson County Register of Deeds Office.
- B. Proper execution of Substitute Trustee's Deed from Garrett P. Swartwood, Substitute Trustee, vesting fee simple title in a purchaser to be determined.

## SCHEDULE B-II

### EXCEPTIONS

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. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
2. Rights and claims of parties in possession under unrecorded leases without an option to purchase.
3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
4. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained or by making inquiry of person(s) in possession thereof.
5. Liens, encumbrances, or claims thereof, which are not shown by the public record.
6. 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 of the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. General or special taxes and assessments required to be paid in the year 2009 and subsequent years.
8. Conditions, covenants, easements, reservations, and restrictions of record in Deed Book N-7, page 113 in the Anderson County Register of Deeds Office.
9. Plat of record in Plat Cabinet 4, Slide 142-A in the Anderson County Register of Deeds Office discloses the following:
  - a. Minimum Building setback lines are as follows:
    - 30 feet wide exterior side
    - 30 feet wide rear
    - 0 feet wide on interior side
  - b. 18 inch wide storm sewer easement across the property
  - c. Private drainage easement across the property
  - d. Access easement of 10 feet by 2 feet (for sign locations) located on the northwest corner of parcel 249 is granted in favor of parcel 249.01

- e. Access easement 10 feet wide on the north side of interior property line of parcel 249.00 in favor of parcel 249.01.
- f. Access easement 10 feet wide on the of interior property line of parcel 249.01 in favor of parcel 249.00.

10. Memorandum of Lease dated March 25, 2002 between Robert B. Stewart, Jr. and F. Alexander Stewart, and Volunteer Energy Products, LLC, of record in Book 1258, page 292 in the Anderson County Register of Deeds Office for a term of three years with four three year options to renew.