

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. **Effective Date:** June 12, 2009 at 8:00 a.m. **Case No.** R-09-_____

2. **Policy or policies to be issued**

(a) ALTA Owners Policy

Amount: \$TO BE DETERMINED

Proposed Insured:

TO BE DETERMINED

(b) ALTA Residential Title Insurance Policy

Amount: \$

Proposed insured:

(c) Proposed Insured:

Amount:

3. **Title to the fee simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:**

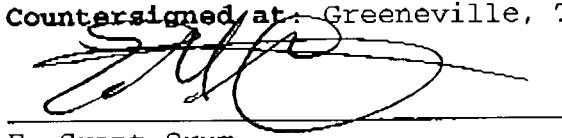
LISA J. ENGLISH

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

See attached Schedule A, Page 2

Countersigned at: Greeneville, Tennessee

Schedule A, Page 1



E. Grant Crum
Authorized Officer or Agent
and Schedules A & B are attached

This commitment is invalid
unless the insuring provisions

FIRST AMERICAN TITLE INSURANCE COMPANY

SITUATE in the 9th Civil District of Greene County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin situated in the southern right of way of Live Oak and corner to Charles Franklin; thence running with Franklin, South 49 deg. 32 min. 36 sec. West 631.37 feet to an iron pin; thence South 42 deg. 11 min. West 120.06 feet to an iron pin at the common corner of Franklin and Harmon; thence running with Harmon, South 55 deg. 37 min. East 469.63 feet to an iron pin; thence South 43 deg. 32 min. East 1,239.53 feet to an iron pin common corner to Wilson and Hanson; thence running with Hanson two (2) calls: North 19 deg. 32 min. West 683.78 feet to an iron pin; thence South 89 deg. 15 min. East 959.14 feet to an iron pin, common corner to Hanson and Modena; thence running with Modena two (2) calls: North 51 deg. 32 min. 40 sec. West 1,171.56 feet to an iron pin; thence North 70 deg. 38 min. 30 sec. West 228.87 feet to a fence post in the cul-de-sac of Live Oak Lane; thence running with Live Oak Lane three (3) calls: with a curve to the left having a chord North 75 deg. 07 min. 16 sec. West 99.57 feet a radius = 50.0 feet and an arc = 149.95 to an iron pin; thence North 37 deg. 18 min. West 162.70 feet to the point of BEGINNING, containing 25.46 acres, more or less, according to a survey of Daniel R. Coffey, Tennessee Land Surveyor No. 1578, dated April 3, 1995.

BEING the same property conveyed to Lisa J. English by deed of Benjamin C. English dated August 11, 2005, recorded in Deed Book 389A, page 2022, in the Register's Office for Greene County, Tennessee.

Schedule A, Page 2

FIRST AMERICAN TITLE INSURANCE COMPANY

**SCHEDULE B, SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Record warranty from Lisa J. English to the Purchaser(s).
2. Execution of an Owners Affidavit by Lisa J. English.
3. Payment of Title Insurance Premium. The amount must be determined.
4. Pay roll back taxes.
5. Pay 2007 and 2008 delinquent taxes.
6. Prorate 2009 taxes unless auction contract states otherwise.
7. Payoff and release Deed of trust from Lisa J. English to Kenneth Clark Hood, Trustee, to secure an indebtedness to American Patriot Bank in the original amount of \$185,000.00, dated March 12, 2008, recorded in Deed Book 445A, page 1153, in the Register's Office for Greene County, Tennessee.

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B-SECTION 2 EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following 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. Standard Exceptions:
 - (a) The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
 - (b) Rights or claims of parties in possession not shown by the public records.
 - (c) Easements, or claims of easements, not shown by the public records.
 - (d) 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.

3. Special Exceptions:

Taxes:

County ad valorem taxes for the **year 2008 are currently delinquent and owing in the amount of \$1,489.00, if paid in the month of June**, which constitutes a lien against the premises, bearing Map 121, Parcel 28.01, in the office of the Trustee for Greene County, Tennessee. **Base amount is \$1,405.00.**

County ad valorem taxes for the **year 2007 are currently delinquent and owing in the amount of \$2,086.80, if paid in the month of June**, which constitutes a lien against the premises, bearing Map 121, Parcel 28.01, in the office of the Clerk & Master for Greene County, Tennessee.

4. Deed of trust from Lisa J. English to Kenneth Clark Hood, Trustee, to secure an indebtedness to American Patriot Bank in the original amount of \$185,000.00, dated March 12, 2008, recorded in Deed Book 445A, page 1153, in the Register's Office for Greene County, Tennessee.

5. Greenbelt approval classifying the property as agricultural in use, and qualifying same for a lower tax rate, but also subjecting said property to the recapture of increased property taxes in the event the use becomes other than agricultural, by instrument recorded in Trust Deed Book 353, page 825, and Trust Deed Book 344, page 3, and Deed Book 28A, page 925, in the Register's Office for Greene County, Tennessee.

6. Right-of-way for county road, metes and bounds and other matter applicable to Bird and Cutshaw property, appearing of record in Plat Book 2, page 167 in the Register's Office for Greene County, Tennessee.

7. Telephone easement granted to Inter-Mountain Company to construct, operate and maintain telephone lines dated January 22, 1950, July 13, 1959, and January 2, 1963, and which appears of record in Deed Book 223, page 138, and Deed Book 207, page 410, and Deed Book 202, page 38, in the Register's Office for Greene County, Tennessee.
8. Right-of-way for county road, metes and bounds and other matter applicable to Lura Easterly property, appearing of record in Plat Cabinet A, Slide 369 in the Register's Office for Greene County, Tennessee.
9. The .64 acre tract conveyed to Faith Church of Downy, in Deed Book 433, page 659, is subject to restrictions against mobile homes, beer joints, or establishments for the sale of alcoholic beverages, and restricted for residential use only.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Schedule B, Section 1, Page 4

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

BGC\dr
Real Estate\Furrow Auction R09\binds