

First American Title Insurance Company

Commitment Number: 93995

SCHEDULE A

1. Commitment Date: August 21, 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 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
Lewis H. Earls.
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

First American Title Insurance Company

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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. 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 Lewis H. Earls, and wife, if married, vesting fee simple title in purchaser to be determined.

NOTE: 2008 Loudon County taxes have been paid as follows:

CLT #062-007.

2008 Loudon County - Paid in amount of \$173.00.

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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. Rights of other in and to the 40 foot easement as set out in Deed Book 156, page 322, and Deed Book 151, page 800, in the Register's Office for Loudon County, Tennessee.
10. Rights of New Riverside Ochre Company, Inc. to enter the land as set out in deed of record in Deed Book 41, page 542, in Loudon County Register's Office. NOTE: The mineral rights conveyed in Deed Book 41, page 542 are now currently owned by New Riverside Ochre Company, Inc. See deed of record in Deed Book 180, page 273, as corrected in Deed Book 180, page 408, both in the Loudon County Register's Office.
11. This policy does not insure the exact square footage and/or acreage set out in the description in Schedule A hereof.

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**EXHIBIT A
PROPERTY DESCRIPTION**

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

SITUATED in the Fourth Civil District of Loudon County, Tennessee, and more particularly described as follows:

BEING Tract No. One of the partition of the Frank Earls farm, and being bounded and described as follows:

BEGINNING at an iron pin at a common corner with A. J. Parker farm and the old Galyon farm, which corner is at the edge of the Kingston to Sweetwater Road; thence with the line of Parker in a northerly direction 1632 feet to an iron pin and corner with the B. F. Parker farm; thence with the line of the Parker farm in an easterly direction 377 feet to an iron pin; thence in a southerly direction and parallel to the A. J. Parker farm line 1632 feet to an iron pin and corner to the old Galyon farm; thence with the line of the old Galyon farm in a westerly direction 377 feet to the point of BEGINNING, containing 14.1 acres, more or less.

THERE IS SPECIFICALLY LESS AND EXCEPTED from the above-described property all of the barytes ore as conveyed in deed recorded in Deed Book 41, page 542, in the Register's Office for Loudon County, Tennessee.

SUBJECT TO a 40 foot easement along its southern boundary for the use and benefit of all the tracts being partitioned this date. Also, all existing roadways across the Frank Earls' farm are to be left open for the use and benefit of all tracts until the 40 foot easement being retained across the seven tracts is open, developed and accepted by the County Court for Loudon County, Tennessee.

BEING the same property conveyed to Lewis H. Earls by Warranty Deed from Esielee Earls, widow, dated April 17, 1985, and recorded in Deed Book 156, page 322, in the Register's Office for Loudon County, Tennessee.

Lewis H. Earls
210 East Hillcrest Avenue
Dayton, Ohio 45405

This instrument prepared by:
ARNOLD, WINFREY, SIMPSON & HARRIS
335 Wharf Street
London, Tn. 37774

WARRANTY DEED-

THIS INDENTURE, made this 17th day of April
A. D. 19 85 between Esielee Earls, a widow,
of Blount County in the State of Tennessee,
of the first part, and Lewis H. Earls
of Montgomery County, Ohio, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum
of Ten (\$10.00) Dollars and other lawful considerations not herein recited,
to her in hand paid by the said party of the second part, the receipt of which is hereby
acknowledged

I, OR WE, HEREBY SWEAR OR AFFIRM THAT THE ACTUAL CONSIDERATION
FOR THIS TRANSFER OR VALUE OF THE PROPERTY TRANSFERRED, WHICHEVER
IS GREATER IS \$10.00 WHICH AMOUNT IS EQUAL TO OR GREATER
THAN THE AMOUNT WHICH THE PROPERTY TRANSFERRED WOULD COMMAND
AT A FAIR VOLUNTARY SALE

Esielee Earls
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 17 DAY OF April, 1985
Blanche Candlish
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/20/87

~~and to secure the payment of said note a specific lien is hereby retained on the property here conveyed,~~
has granted, bargained, sold, conveyed, and does hereby grant, bargain, sell and convey unto the
said party of the second part, the following described premises, ~~now situated in District No.~~

Located in the Fourth Civil District of Loudon County, Tennessee,
and more particularly described as follows:

This being TRACT NO. ONE of the partition of the Frank Earls farm
and being bounded and described as follows:

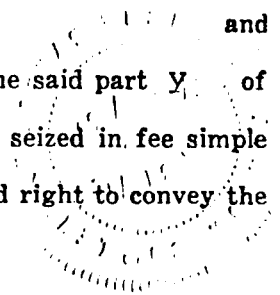
BEGINNING at an iron pin at a common corner with A. J. Parker
farm and the old Galyon farm, which corner is at the edge of the
Kingston to Sweetwater Road; thence with the line of Parker in a
Northerly direction 1632 feet to an iron pin and corner with the
B. F. Parker farm, thence with the line of the Parker farm in an
Easterly direction 377 feet to an iron pin; thence in a Southerly
direction and parallel to the A. J. Parker farm line 1632 feet to
an iron pin and corner to the old Galyon farm; thence with the
line of the old Galyon farm in a Westerly direction 377 feet to
the point of beginning, containing 14.1 acres, more or less.

This property is subject to a 40 foot easement along its Southern
boundary for the use and benefit of all the tracts being
partitioned this date. Also, all existing roadways across the
Frank Earls' farm are to be left open for the use and benefit of
all tracts until the 40 foot easement being retained across the
seven tracts is open, developed and accepted by he County Court
for Loudon County, Tennessee.

THIS BEING the same property conveyed to Arnold Earls by deed
which is duly recorded in the Register's Office for Loudon
County, Tennessee, in Deed Book 151, page 794. Also see Deed
Book 154, page 176. Arnold Earls is deceased and the grantor
herein conveys the above described property as the sole survivor
of a tenancy by the entirety.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to Home-
stead and Dower therein. TO HAVE AND TO HOLD the said premises to the said part y of
the second part, his heirs and assigns forever.

And the said part y of the first part for herself and
for her Heirs, Executors and Administrators do es hereby covenant with the said part Y of
the second part his heirs and assigns that she is lawfully seized in fee simple
of the premises above conveyed and she has full power, authority and right to convey the
same, that said premises are free from all incumbrances



and that she will forever warrant and defend the said premises and the title thereto against the
lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part Y of the first part haS hereunto set her
hand and seal the day and year first above written.

Esielee Earls (L. S.)

_____ (L. S.)

STATE OF TENNESSEE, LOUDON COUNTY REGISTER'S OFFICE

THIS INSTRUMENT RECEIVED AT 10:30 O'CLOCK A. M., OF THE 20 DAY OF APRIL 1985

DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN DEED BOOK NO. 156 PAGE 322

AND NOTED IN BOOK NO. m PAGE 225 STATE TAX PAID \$ 21.30

7.00 FEE

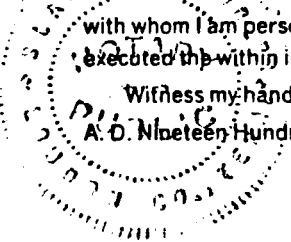
[Signature] REGISTER

STATE OF TENNESSEE
LOUDON County } ss.

Personally appeared before me the undersigned authority a Notary Public in and for said County
the within named bargainor , Esielee Earls,

with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that S he
executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 17th day of April
A. D. Nineteen Hundred and Eighty-five.



Blanche Randolph
Notary Public

Commission Expires 12/20/87

STATE OF _____ County } ss.

Personally appeared before me _____ a Notary Public in and for said County
the within named bargainor _____

OWNER/RESPONSIBLE TAXPAYER:

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
1500 First Tennessee Plaza
Knoxville, TN 37929
(93995/tma)

Tax I.D. No. 062-007

WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2009, between **LEWIS H. EARLS, (aka Louis Earls), unmarried**, of _____ County, Ohio, 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 Fourth Civil District of Loudon County, Tennessee, and more particularly described as follows:

BEING Tract No. One of the partition of the Frank Earls farm, and being bounded and described as follows:

BEGINNING at an iron pin at a common corner with A. J. Parker farm and the old Galyon farm, which corner is at the edge of the Kingston to Sweetwater Road; thence with the line of Parker in a northerly direction 1632 feet to an iron pin and corner with the B. F. Parker farm; thence with the line of the Parker farm in an easterly direction 377 feet to an iron pin; thence in a southerly direction and parallel to the A. J. Parker farm line 1632 feet to an iron pin and corner to the old Galyon farm; thence with the line of the old Galyon farm in a westerly direction 377 feet to the point of BEGINNING, containing 14.1 acres, more or less.

THERE IS SPECIFICALLY LESS AND EXCEPTED from the above-described property all of the barytes ore as conveyed in deed recorded in Deed Book 41, page 542, in the Register's Office for Loudon County, Tennessee.

SUBJECT TO a 40 foot easement along its southern boundary for the use and benefit of all the tracts being partitioned this date. Also, all existing roadways across the Frank Earls' farm are to be left open for the use and benefit of all tracts until the 40 foot easement being retained across the seven tracts is open, developed and accepted by the County Court for Loudon County, Tennessee.

BEING the same property conveyed to Lewis H. Earls by Warranty Deed from Esielee Earls, widow, dated April 17, 1985, and recorded in Deed Book 156, page 322, in the Register's Office for Loudon 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

