

First American Title Insurance Company

Commitment Number: 93995A

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
Louis 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
Tracey M. Axtell

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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 Louis 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 #063-039.

2008 Loudon County - Paid in amount of \$118.00.

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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.
8. 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.
9. 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.
10. Taxes for the year 2009, a lien, but not yet due or payable, and all taxes for subsequent years.
11. 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.
12. 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.
13. 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. Four of the partition of the Frank Earls farm, and being bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Tract No. Three and the Old Galyon farm; thence in a northerly direction with the eastern boundary of Tract No. Three, 1632 feet to an iron pin and line of B. F. Parker farm; thence in an easterly direction with the B. F. Parker farm, 377 feet to an iron pin; thence in a southerly direction and parallel to the eastern boundary of Tract No. Three, 1632 feet to an iron pin in the line of the Old Galyon farm; thence in a westerly direction with the Old Galyon farm, 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 Louis Earls by Warranty Deed from Raymond H. Earls, et al, dated October 25, 1983, and recorded in Deed Book 151, page 800, in the Register's Office for Loudon County, Tennessee.

TAX REPSONSIBILITY:
Louis Earls
210 E. Hillcrest
Dayton, Ohio

This instrument prepared by: 800
ARNOLD, WINFREY, SIMPSON & HARRIS
305 Wharf Street
Loudon, Tn. 37774

WARRANTY DEED-

THIS INDENTURE, made this 25th day of October

A. D. 19 83 between Raymond H. Earls and Arnold Earls of Blount County, Tennessee, Christine Earls of the State of Ohio, Maxine L. Bliscerd, of the State of Illinois, Reva Jean Tipton, of the State of Alabama, and Selina A. Earls, of the State of New York,

~~of~~ ~~in the State of~~

of the first part, and Louis Earls

of the State of Ohio, party of the second part.

WITNESSETH, That the said part^{ies} of the first part, for and in consideration of the sum of One (\$1.00) Dollar and the partition of real estate,

to them in hand paid by the said part y of the second part, the receipt of which is hereby acknowledged

~~xxxxxx xxxxxxxx the xxxxxxxx of said note, a specific lien xxxxxxxx hereby xxxxxxxx the property xxxxxxxx~~
have granted, bargained, sold, conveyed, and do hereby grant, bargain, sell and convey unto the said party of the second part, the following described premises, to-wit, situated in District No. Four (4) of Loudon County, Tennessee, and more particularly described as follows:

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

BEGINNING at an iron pin at the Southeast corner of Tract No. Three and the Old Galyon farm; thencd in a Northerly direction with the Eastern boundary of Tract No. Three, 1632 feet to an iron pin and line of B. F. Parker farm; thence in an Easterly direction with the B. F. Parker farm 377 feet to an iron pin; thence in a Southerly direction and parallel to the Eastern boundary of Tract No. Three 1632 feet to an iron pin in the line of the Old Galyon farm; thence in a Westerly direction with the Old Galyon farm 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 the County Court for Loudon County, Tennessee.

THIS BEING a part of the same property conveyed to Frank Earls and wife, Bertha Earls, by deed which is duly recorded in the Register's Office for Loudon County, Tennessee, in Deed Book 30, apge 493. The grantors and the grantee herein are all of the heirs at law of Bertha Earls, who survived her husband, except Melvin, who survived Bertha Earls but is now deceased and by his Will devised his interest in this property to his widow, Christine Earls.

STATE OF TENNESSEE, LOUDON COUNTY REGISTER'S OFFICE
 THIS INSTRUMENT RECIEVED AT 11:58 O'CLOCK A.M., OF THE 5 DAY OF Dec 1983
 DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN deed BOOK NO. 151 PAGE 300
 AND NOTED IN BOOK NO. m PAGE 96 STATE TAX PAID \$ Prompt
Fee: \$ 12.00
[Signature] REGISTER

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 of
 the second part, heirs and assigns forever.

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

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

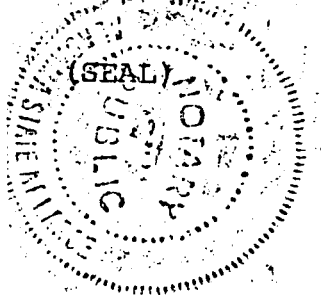
IN WITNESS WHEREOF, The said part of the first part ha hereunto set
 hand and seal the day and year first above written.

Ronald E. Earls (L. S.)
Raymond H. Earls (L. S.)
Dorlina A. Earls (L. S.)
Lillian M. Bliscard (L. S.)
Reva Jean Tipton
Sara Christine Earls
 Executrix of Estate of Melvin Earls
 and individually

(STATE OF ALABAMA)
 (JEFFERSON COUNTY)

Personally appeared before me, the undersigned authority,
 a Notary Public in and for said County and State, the within named
 bargainor, REVA JEAN TIPTON, with whom I am personally acquainted,
 and who acknowledged that she executed the within instrument for the
 purposes therein contained.

WITNESS my hand and official seal at office, this 2nd
 day of December, 1983.



Marilyn G. Leag
 NOTARY PUBLIC
 My Commission Expires: 2-14-87

OWNER/RESPONSIBLE TAXPAYER:

THIS INSTRUMENT PREPARED BY:

Tennessee Valley Title Insurance Co.
1500 First Tennessee Plaza
Knoxville, TN 37929
(93995A/tma)

Tax I.D. No. 063-039

WARRANTY DEED

THIS INDENTURE made this _____ day of _____, 2009, between **LOUIS EARLS, (aka Lewis H. 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. Four of the partition of the Frank Earls farm, and being bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Tract No. Three and the Old Galyon farm; thence in a northerly direction with the eastern boundary of Tract No. Three, 1632 feet to an iron pin and line of B. F. Parker farm; thence in an easterly direction with the B. F. Parker farm, 377 feet to an iron pin; thence in a southerly direction and parallel to the eastern boundary of Tract No. Three, 1632 feet to an iron pin in the line of the Old Galyon farm; thence in a westerly direction with the Old Galyon farm, 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 Louis Earls by Warranty Deed from Raymond H. Earls, et al, dated October 25, 1983, and recorded in Deed Book 151, page 800, 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

Any and all applicable restrictions, agreements, easements and building setback lines as are shown in the records in the Loudon County Register's Office and further to any matter

