



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 www.alfa.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
1 First American Way
Santa Ana, California 92707

or

The office which is issued this Commitment

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SCHEDULE A

Agent's File No: 1316

1. Commitment Date: 10/21/2009 at 8:00AM

2. Policy (or Policies) to be issued:

(a) Owner's Policy (Identify policy type below)

Policy Amount \$ TBD

ALTA Owners Policy (6-17-2006) TBD

Proposed Insured:

(b) Loan Policy (Identify policy type below)

Policy Amount \$

ALTA Short Form Loan Policy (6-17-2006)

Proposed Insured:

(c) Other Policy (Identify policy type below)

Policy Amount \$

ALTA Loan Policy (6-17-2006)

Proposed Insured:

3. A **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:
Stanley Jones Realty, Inc.,d/b/a Stanley Jones Properties, a corporation

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

See Attached Schedule A Continued

Law Office Of Jeffrey W. Parham

By: _____
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS OR ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

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Schedule A (Continued)

Agent's File No.: 1316

Situated in the 2nd^h Civil District of Weakley County, Tennessee, and more particularly described as follows:

BEING Lot 7 of UNIVERSITY COMMONS, as shown on Final Plat of record in Plat Book 3, page 210, ROWCT, to which reference is hereby made for a full and complete description.

BEING a part of the same conveyed to Stanley Jones Realty, Inc., d/b/a Stanley Jones Properties, by deed of H & H Partners, et al dated June 19, 1992 and of record in Deed Book 323, page 411, ROWCT, and also a part of the same conveyed to Stanley Jones Realty Inc., d/b/a Stanley Jones Properties by Deed of First American National Bank dated June 26, 1992 and of record in Deed Book 322, page 485, ROWCT.

Map 73, Parcel 43.11

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SCHEDULE B – SECTION I REQUIREMENTS

Agent's File No.: 1316

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. 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:

Trustee's deed executed by Sam J. McAllester, Jr., as Trustee to Purchaser must be executed, acknowledged, delivered and recorded in ROWCT.

6. Affidavit executed by current owner(s) of the insured property on a form to be supplied by the Company stating that there have been no improvements to the insured property within the past 1 year which could give rise to a construction lien and that there are no accounts or claims pending and unpaid which could constitute a lien against insured property. The affidavit will also state that affiant has no knowledge of any natural person or legal entity who has or could have a claim of right, interest or lien adverse to the Insured.
7. Affidavit executed by current owner(s) of the land described in Schedule A on a form to be supplied by the Company which shall include, but not be limited to, a certification that (1) there are no parties in possession of the land described in Schedule A, other than the current owners; (2) no bankruptcy proceedings in any federal court, federal tax liens, state tax liens and/or judgments have been or are being filed against the owner(s); (3) there are no liens for past due taxes of any nature or any unpaid assessments of any kind; (4) there are no financing statements and no outstanding indebtedness for equipment, appliances or other fixtures attached to the land described in Schedule A; and (5) there are no matters existing, at the time of the delivery of any deed contemplated herein, which would adversely affect the ability of the owner(s) to mortgage or convey the land described in Schedule A.
8. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land who will make a loan on the land. We may make additional requirements or exceptions.
9. Execution and delivery of Notice of Availability of Title Insurance to Purchaser/Mortgagor.
10. Deed of Trust from Stanley Jones Realty, Inc., d/b/a Stanley Jones Properties to Reelfoot recorded in Trust book 381, page 258, ROWCT.
11. Tennessee Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Financing Statement from Stanley Jones Realty, Inc., d/b/a Stanley Jones Properties to First Tennessee Bank National Association recorded in Book T590, page 1012, ROWCT
12. Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Financing Statement from John C. Jones, Stanley G. Jones, II, Stanley Jones Realty, Inc., Stanley Jones Corporation and G & J Rentals to First Tennessee Bank National Association dated 10/05/05, in the original amount of \$1,000,000.00 and recorded in Book T600, page 848, ROWCT

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13. Pay the 2007 Weakley County taxes \$575.90; 2008 Weakley County \$689.92

Pay the 2007 City of Martin taxes \$397.80; 2008 City of Martin taxes \$493.92

Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds

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SCHEDULE B - SECTION II EXCEPTIONS

Agent's File No.: 1316

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, encumbrances, violations, variations, 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. Taxes and assessments for the year 2009 and subsequent years, now due and payable.
7. Right of Way grant to Kentucky-Tennessee Light & Power Co., for electrical lines and maintenance by B.F. Hawks recorded in Deed Book 63, page 150, ROWCT.
8. Grant of Easement to City of Martin by Aaron Hawks et al for underground sewer lines recorded in Deed Book 158, page 296, ROWCT.
9. Right of Way Deed for Highway Purposes to State of Tennessee by Aaron Hawks et al, recorded in Deed Book 174, page 296, ROWCT.
10. Easements, setback lines, etc., as may be shown on Final Plat of University Commons filed of Record in Plat Book 3, page 210, ROWCT.
11. Restrictive Covenants, Building Restrictions, as may be shown on Plat of University Commons filed of Record in Plat Book 3, page 210, ROWCT.

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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.

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 which 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.