

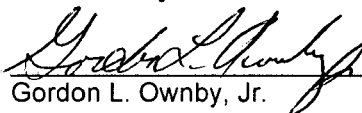
Lawyers Title Insurance Corporation

Commitment Number: 82449A

**SCHEDULE A**

1. Commitment Date: July 11, 2008 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
  - (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 Kristina Stalcup.
4. The land referred to in the Commitment is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

**Tennessee Valley Title Insurance Co.**

By:   
Gordon L. Ownby, Jr.

Lawyers Title Insurance Corporation

Commitment Number: 82449A

**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 notice and foreclosure of the Deed of Trust and Security Agreement from Kristina Stalcup to Douglas S. Yates, Trustee for The Home Bank of Tennessee, in the original amount of \$280,000.00, dated September 20, 2000, of record in Book 1115, Page 29, in the Sevier County Register's Office. J. Michael Garner was appointed Successor Trustee by Appointment of Successor Trustee, dated August 9, 2005, of record in Book 2312, Page 481, in the Sevier County Register's Office. (See "Note" below)

NOTE: Lots 4, 5 and 6, Anakeesta Village, Phase 1, have been conveyed but not released from the lien of the aforementioned deed of trust.

6. Release of record the Tennessee Second Deed of Trust, Security Agreement and Fixtures Filing from Kristina Stalcup, single, to Philip Nemeth, Trustee for Marvin T. Merritt and Renee B. Merritt, as Co-Trustees of The Marvin and Renee Merritt Family Trust dated September 1, 1999, in the original amount of \$120,000.00, dated March 27, 2002, of record in Book 1418, Page 760, in the Sevier County Register's Office.

NOTE: Proper notice and foreclosure of Item 5 above will extinguish this indebtedness.

NOTE: Lots 4, 5 and 6, Anakeesta Village, Phase 1, have been conveyed but not released from the lien of the aforementioned deed of trust.

7. Release of Abstract and Notice of Lien Lis Pendens filed against Kristina D. Stalcup, et al, in favor of The Great American Honeymoon Resort, Inc., recorded August 21, 1007 in Book 2893, page 256, in the Register's Office for Sevier County, Tennessee. NOTE: Proper notice and foreclosure of Item 5 above will extinguish this lien.
8. Release of record the Notice of Federal Tax Lien filed against Kristina D. Stalcup in the amount of 423,536.72, plus additional penalties, interest and costs, dated April 16, 2008, and recorded in Book 3072, page 521, in the Register's Office for Sevier County, Tennessee.  
NOTE: Proper notice and foreclosure of Item 6 above will extinguish this lien.

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**  
(Continued)

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9. Payment of Sevier County and Gatlinburg City taxes as follows:

CLT #126-006

2007 Sevier County taxes are due in the amount of \$2245.00, plus penalties and interest; Rec. #75795.  
2007 Gatlinburg City taxes are due and payable in amount of \$222.36 (March rate); Rec. #8724.

NOTE: No Special Interest tax taxes are included.

10. Furnish an Order from the Bankruptcy Court abandoning the subject property and lifting the automatic stay.
11. 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 Successor Trustee's Deed from J. Michael Garner, Successor Trustee, vesting fee simple title in purchaser to be determined.

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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 2008, a lien, but not yet due or payable, and all taxes for subsequent years.
9. Matters depicted or disclosed by map of record in Map Book 4, Page 80, in the Sevier County Register's Office.
10. Matters depicted or disclosed by map of record in Large Map Book 7, page 18, in the Sevier County Register's Office.
11. Terms and provisions of Easement Agreement of record in Book 2067, Page 352, in the Sevier County Register's Office.
12. Terms and provisions of Easement Agreement dated January 25, 2006, and recorded in Book 2450, page 69, in the Register's Office for Sevier County, Tennessee.
13. The effect, if any, of the following:
  - a. Acknowledgment of Water Availability, dated May 19, 2008, and recorded in Book 2100, page 684, in the Register's Office for Sevier County, Tennessee.

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

(Continued)

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14. If the Deed of Trust set out in Schedule B - Section 1, Item 5, is properly foreclosed and the Internal Revenue Service is given adequate and timely notice of the foreclosure action, then said tax lien will not appear as an exception in the policy; however, the following exception will appear:

1) Rights of the United States of America to redeem the property pursuant to its tax lien of record in Book 3072, page 521, in the Register's Office for Sevier County, Tennessee.

NOTE: 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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**SCHEDULE C**  
**PROPERTY DESCRIPTION**

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

SEE EXHBIT "A" ATTACHED HERETO.

## EXHIBIT "A"

SITUATED in the Eleventh Civil District of Sevier County, Tennessee, and being 30.5 acres, more or less, within the City limits of Gatlinburg, as the same appears on plat of record in the Sevier County, Tennessee Register's Office in Map Book 16, at Page 43, to which reference is hereby made for further description; the same being described particularly as follows:

BEGINNING at an iron pin in the Northern edge of Long Branch Road right-of-way, which said point is the Easternmost corner of the tract herein conveyed and which point is a common corner to Elmer McCarter, thence continuing along said edge of Long Branch Road right-of-way, the following: In a Southwesterly direction with the curve of said Road, R=358.68, 113.83 feet to an iron pin; S 48 deg 24 min 42 sec W, 232.17 feet to an iron pin; in a Southwesterly direction with the curve of said Road, R=321.47, 101.01 feet to an iron pin; S 66 deg 24 min 54 sec W, 90.00 feet to an iron pin; in a Southwesterly direction with the curve of said Road, R=213.22, 116.11 feet to an iron pin; S 35 deg 12 min 52 sec W, 51.16 feet to an iron pin; in a Southwesterly direction with the curve of said Road, R=148.51, 85.50 feet to an iron pin; S 68 deg 11 min 59 sec W, 39.35 feet to an iron pin; in a Southwesterly direction with the curve of said Road, R=271.21, 99.18 feet to an iron pin; S 47 deg 14 min 48 sec W, 6.37 feet to an iron pin; in a Southwesterly direction with the curve of said Road, R=743.06, 537.90 feet to an iron pin; S 88 deg 43 min 22 sec W, 129.37 feet to an iron pin; and, in a Southwesterly direction with the curve of said Road, R=539.13, 24.63 feet to an iron pin; thence leaving said Long Branch Road right-of-way, N 03 deg 57 min 09 sec E, 558.78 feet to an iron pin; thence N 00 deg 20 min 38 sec E, 1,481.69 feet to an iron pin in the line of R. L. Maples; thence continuing with the line of Maples the following: S 86 deg 32 min 15 sec E, 90.18 feet to an iron pin; S 63 deg 19 min 20 sec E, 120.46 feet to an iron pin; and S 64 deg 24 min 30 sec E, 198.62 feet to an iron pin, a common corner with Maples and Elmer McCarter; thence continuing along the line of Elmer McCarter the following: S 15 deg 07 min 10 sec W, 105.70 feet to an iron pin; S 05 deg 26 min 10 sec W, 163.49 feet to an iron pin; S 14 deg 04 min 30 sec E, 143.89 feet to an iron pin; S 30 deg 45 min 30 sec E, 115.77 feet to an iron pin; S 61 deg 43 min 50 sec E, 114.80 feet to an iron pin; S 40 deg 34 min 40 sec E, 153.15 feet to an iron pin; S 33 deg 42 min 00 sec E, 86.97 feet to an iron pin; S 25 deg 18 min 40 sec E, 180.41 feet to an iron pin; S 46 deg 37 min 20 sec E, 152.26 feet to an iron pin; S 63 deg 46 min 00 sec E, 91.74 feet to an iron pin; S 72 deg 27 min 00 sec E, 167.17 feet to an iron pin; S 86 deg 19 min 20 sec E, 110.62 feet to an iron pin; and S 84 deg 18 min 20 sec E, 99.31 feet to the point of BEGINNING.

FURTHER BEING and including the one-half interest in the property which was owned by J. Lawrence Mazur and wife, Marion Mazur, and which was conveyed to Richard D. Hill by Executor's Deed dated October 17, 1996, of record in Deed Book 584, page 538, in the Register's Office for Sevier County, Tennessee.

THERE IS EXCEPTED from this conveyance that certain 0.331 acre parcel previously conveyed to the city of Gatlinburg by deeds of record in Deed Book 495, at pages 403 and 529 in said Register's Office.

THERE IS FURTHER EXCEPTED from subject property Lot 6, Anakeesta Village, Phase I, conveyed to Matthew A. Scoggins and wife, Janet L. Scoggins, by Warranty Deed from Kristina Stalcup, dated December 11, 2006, and recorded in Book 2716, page 284, in the Sevier County Register's Office.

THERE IS FURTHER EXCEPTED from subject property Lot 5, Anakeesta Village, Phase I, conveyed to Matthew A. Scoggins and wife, Janet L. Scoggins, and Irwin G. Scoggins and wife, Mary A. Scoggins, by Warranty Deed from Kristina Stalcup, dated December 11, 2006, and recorded in Book 2716, page 273, in the Sevier County Register's Office.

THERE IS FURTHER EXCEPTED from subject property Lot 4, Anakeesta Village, Phase I, conveyed to Irwin G. Scoggins and wife, Mary A. Scoggins, by Warranty Deed from Kristina Stalcup, dated December 11, 2006, and recorded in Book 2716, page 262, in the Sevier County Register's Office.

BEING the same property conveyed to Kristina Stalcup, single, by Quit Claim Deed from Sandra Hollinger, as Trustee of the Richard D. Hill Trust Agreement Dated August 4, 1994, dated September 20, 2000, of record in Book 1115, Page 27, in the Sevier County Register's Office.