

Southern Title Insurance Corporation

TN5126A, Tallent Title Group, Inc.

Home Office - Richmond Virginia

COMMITMENT FOR TITLE INSURANCE

SOUTHERN TITLE INSURANCE CORPORATION, a Virginia corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.



In Witness Whereof, Southern Title Insurance Corporation has caused its corporate name and seal to be hereunder affixed by its duly authorized officer as of the date shown in Schedule A.

Southern Title Insurance Corporation

by:

President

Attest:

Secretary

Authorized Agent:

Southern Title Insurance Corporation

Commitment Number: 09-0484 DSG

SCHEDULE A

1. Effective Date: August 31, 2009 at 08:00 AM
2. Policy or Policies to be issued: Amount
 - (a) X Owner's Policy (ALTA Own., Policy (6/17/06))
Proposed Insured:
****TO BE AGREED UPON**** ****TO BE AGREED UPON****
 - (b) _____ Loan Policy (ALTA Loan Policy (6/17/06))
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Steven B. Price and Tausha H. Price, husband and wife
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Tallent Title Group, Inc.

By: Alice G. Davis
Tallent Title Group, Inc.

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SCHEDULE B

1. Requirements:
 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. Furnish a properly executed Owner's Lien Affidavit.
 3. If an owner's policy is not purchased, a properly signed Notice & Waiver must be obtained.
 4. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - A. A properly filed Warranty Deed without intervening rights from Steven B. Price and Tausha H. Price, husband and wife to ****TO BE AGREED UPON**** conveying the property described in Schedule C.
 5. Payment of all taxes through and including those for the year 2008.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters 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) Rights or claims of parties in possession not shown by public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.
 3. 2008 County taxes and prior years taxes have been paid; 2009 taxes become due and payable as of 10-1-09 (in the approximate amount of \$354.00); all subsequent years taxes are a lien, not yet due or payable; CLT # E6-047BG/001.

SCHEDULE B

(Continued)

Commitment Number: 09-0484 DSG

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants and Restrictions for Mendonhall Estates of record bearing Instrument No. 200403120085103, Register's Office, Knox County, Tennessee; but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction(a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons..
5. 20 foot front, 5 foot side and 25 foot rear (except where 35 foot peripheral applies) minimum building setback lines, per plat of record bearing Instrument No. 200403120085102, Register's Office, Knox County, Tennessee.
6. 10 foot drainage and/or utility easement inside all exterior lot lines and road lines, 5 foot each side interior lot lines, per plat of record aforesaid.
7. 15 foot sanitary sewer easement, 7.5 feet each side of sewer as installed, per aforesaid plat.
8. Common areas will be quit claimed to the Mendonhall Estates Homeowners Association, per aforesaid plat.
9. All lots except Lot 61 will have access to the interior street system only, per aforesaid plat.
10. Easement and water rights set out in Warranty Deed of record in Deed Book 641, page 404, Register's Office, Knox County, Tennessee.
11. Easement and Right-of-Way in favor of Hallsdale Powell Utility District for sewer line of record in Deed Book 1594, page 611, Register's Office, Knox County, Tennessee.
12. Any and all homeowners' association dues, fees or assessments which may affect the insured premises.
13. The amount of insurance of the proposed Policy is limited to \$1,000.00. The total liability of the Company under this commitment shall not exceed that amount, unless and until another amount of insurance of the Policy to be issued is agreed upon and the Company's applicable insurance charges are paid. The Company requires satisfactory evidence of the loan, actual value or sales price, of the estate or interest to be insured. If the Company approves that amount, it may be entered as the amount of insurance of the proposed Policy to be issued. The name of the proposed insured also must be agreed upon.

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EXHIBIT A
PROPERTY DESCRIPTION

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

SITUATED in District No. Six (6) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Lot 1, Final Plat of MENDONHALL ESTATES, Unit 1, as shown on the plat of the same of record bearing Instrument No. 200403120085102, Register's Office, Knox County, Tennessee, to which plat specific reference is hereby made for a more particular description.

BEING part of the same property conveyed to Steven B. Price and wife, Tausha H. Price by Warranty Deed dated January 19, 2004 from Henry E. Ahler and Bruce A. Ahler and Steven R. Ahler and Stanley A. Ahler of record bearing Instrument No. 200401230071739, Register's Office, Knox County, Tennessee.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. Except as noted in the last sentence in this paragraph, the policy to be issued 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 the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org <<http://www.alta.org>>. In the event the property to be insured is in Georgia or South Carolina, all references to rights of arbitration are deleted and said provisions shall be of no effect in the policies subsequently issued.

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SOUTHERN TITLE INSURANCE CORPORATION

RICHMOND, VIRGINIA