

# Heritage Title Services

Agent For

## Old Republic National Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A

1. Effective Date: **February 05, 2010 at 08:00 am**  
Issue Date: **February 17, 2010 at 6:51 pm**
  
2. Policy or Policies to be issued: **POLICY AMOUNT**  
  
(a) ALTA OWNER'S POLICY (6-17-06)  
  
Proposed Insured:  
  
(b) ALTA LOAN POLICY (6-17-06)  
  
Proposed Insured:  
  
Proposed Borrower:
  
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **Branch Banking and Trust Company**
  
4. The land referred to in the Commitment is described as follows:  
  
**See Exhibit "A" attached hereto and made a part hereof**

Countersigned  
**Heritage Title Services**  
198 East Court Street, Suite 13  
Lawrenceburg, KY 40342



By \_\_\_\_\_  
Authorized Signatory

**Old Republic National Title Insurance Company  
COMMITMENT FOR TITLE INSURANCE**

**EXHIBIT "A"**

**Property Address: 1001 Epco Drive, Dandridge, TN 37725  
Tax ID: Map 58, Parcel 75.00**

**Beginning on an iron pin in the southwestern right of way line of Epco Drive and corner with Jefferson County Industrial Park property; thence with the southwestern right of way line of Epco Drive, South 32 deg. 58 min. 39 sec. east 546.95 feet to an iron pin, corner with Chambers; thence with the line of Chambers, South 57 deg. 01 min. 21 sec. West 580.275 feet to an iron pin in the line of Rimmer; thence with the line of Rimmer, North 33 deg. 04 min. 40 sec. West 437.61 feet to an iron pin in the line of Franklin; thence with the line of Franklin, North 32 deg.. 37 min. 50 sec. West 109.35 feet to an iron pin, corner with Jefferson County Industrial Park Property; thence with the line of the Jefferson County Industrial Park property, North 57 deg. 01 min. 21 sec. east 580.38 feet to an iron pin, the point of BEGINNING, and containing 7.291 acres, more or less, as shown by survey of Reuben Theodore Felknor, TN RLS No. 606-254, dated October 26, 1993.**

**Being the same property conveyed to Branch Banking and Trust Company, by a Substitute Trustee's Deed, dated November 24, 2009, of record in Book 966, Page 293, of the Public Records of Jefferson County, Tennessee.**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

Effective Date: **February 05, 2010, 08:00am**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or according to the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

**A properly executed Special Warranty Deed from Branch Banking and Trust Company, to , conveying the premises described in Schedule A hereof fee simple, free and unencumbered.**

**A properly executed mortgage/deed of trust from , to , encumbering the premises described in Schedule A, and to secure the payment of a note in the sum of .**

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.

**Note: All necessary endorsements will be issued at final policy.**

**Any lien, or claim of lien, for services, labor or materials arising by reason of any work of improvement now in progress or recently completed, as disclosed by an inspection. (Requirement may be satisfied with Owner Affidavit)**

**Pay all taxes, charges, assessments, levied and assessed against subject property, which are due and payable. (Requirement may be satisfied with Owner Affidavit)**

**Provide the Operating Agreement or Corporate Resolution for \_\_\_\_\_, LLC, a Tennessee limited liability company, and verify authority to execute the proposed deed and/or mortgage and that they are in good standing with the State of Tennessee.**

**NO MORTGAGES FOR CURRENT TITLEHOLDER.**

**City Tax Collector: , , , ()**

**County Tax Collector: , , , ()**

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Effective Date: **February 05, 2010, 08:00am**

- I. 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 mortgage thereon covered by this Commitment.

Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.

Any state of facts as would be disclosed by an accurate survey and inspection of the premises.

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. NOTE: This exception will be deleted upon the execution of an Owner's Affidavit, acceptable to the Company.

Taxes or special assessments which are not shown as existing liens by the public records. NOTE: This exception will be deleted upon the execution of an Owner's Affidavit, acceptable to the Company.

Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.

Heritage Title Services and its underwriter make no representation nor guarantee as to the sufficiency of the acreage set forth in the survey and/or the legal description provided to them, and the parties agree, herein, to indemnify and hold Heritage Title and its underwriter harmless against any and all future claims involving acreage disputes.

The 2009 Jefferson County taxes were PAID on 10/19/2009, in the amount of \$3,592.00, for tax/parcel ID # Map 58, Parcel 75.00. Assessed Property Value=\$392,100.00.

The 2010 County and all subsequent County Taxes are not yet due or payable.

NOTE: Any additional recorded loan documents or documents affecting title will also be shown as exceptions in the final policy.