

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

**stewart**

title guaranty company

Stewart Title Guaranty Company, a Texas 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 six months 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, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

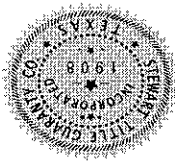
Authorized Countersignature

Title Partners of East TN, LLC

Company

Knoxville, Tennessee

City, State



*[Signature]*  
Senior Chairman of the Board

*[Signature]*  
Chairman of the Board

*[Signature]*  
President

## 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 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 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. 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 <http://www.aita.org/>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 100054

Effective Date: April 10, 2008 at 8:00 AM

2. Policy or Policies To Be Issued:  
(a) A.L.T.A. Owner's  
Proposed Insured:

Amount of Insurance  
\$ TBD

(b) A.L.T.A. Loan  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Michael C. Rhodes, LLC

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

Situated in the 6<sup>th</sup> Civil District of Knox County, Tennessee, and being known and designated as Lot 12R, of Falcon Pointe, Unit 1, as shown by plat of record at Instrument No. 200504210083583, in the Register's Office for Knox County, Tennessee, to which plat specific reference is made for a more particular description.

Being the same property conveyed to Michael C. Rhodes, LLC from LANDVIEW, LLC by Warranty Deed dated 4/5/2006 recorded on 4/11/2006 in Instrument No. 200604110085045, see also Instrument No. 200503030069028, in the Register's Office for Knox County, Tennessee.

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B  
Part I**

**File No.: 100054**

The following are the requirements to be complied with:

1. Partial Release or Cancellation of Deed of Trust from Michael C. Rhodes, LLC, Gary W. Bowling, trustee for SunTrust Bank in the original amount of \$1,500,000.00 dated 4/1/2003 recorded on 4/1/2003 in Instrument No. 200304010087853, Modified in 200311140053514, Modified adding Lot 12R in Instrument No. 200604110085046 and Modified again in Instrument No. 200605040092368 in the Register's Office for Knox County, Tennessee.
2. Properly executed Warranty Deed to be filed of Record.
3. TAX ID# 169FC-012
4. 2006 Knox County taxes are Past Due in the amount of \$429.93, if paid by 4/30/2008.
5. 2007 Knox County taxes are Past Due in the amount of \$2473.03, if paid by 4/30/2008.

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B  
Part II**

File No.: 100054

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 the 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. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions recorded in Instrument No. 200509160025047 and 200608250018077, in the Register's Office for Knox County, Tennessee.
4. Any and all property taxes for the year 2008 and subsequent years are not yet due and payable.



**Stewart Title Guaranty Company, Stewart Title Insurance Company,  
Stewart Title Insurance Company of Oregon, National Land Title Insurance  
Company, Arkansas Title Insurance Company, Charter Land Title Insurance  
Company**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.