



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

I s s u e d b y

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Missouri 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 6 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.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

Title No
Locate No.

**Chicago Title Insurance Company
601 Riverside Avenue
Building 5, 4th Floor
Jacksonville, FL 32204**

SCHEDULE A

Title Officer:
Escrow Officer:
Escrow No.:
Loan No.:

Title No.: 09-314
Locate No.:

1. Effective date: **August 1, 2009, at 8:00 a.m.**

2. Policy or Policies to be issued:
 - (a) ALTA Owner's Policy (06/17/06)
 - Policy Amount: **To be determined**
 - Proposed Insured: **John Doe and wife, Jane Doe**
 - (b) ALTA Loan Policy (06/17/06)
 - Policy Amount: \$ **To be determined**
 - Proposed Insured: **Buyer's Bank**
 - (c) ALTA Short Form Residential Loan Policy (06/17/06)
 - Policy Amount:
 - 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:
The WaterSound Group, LLC, an Alabama Limited Liability Company

5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



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LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CULLMAN, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

The proposed WATERBOUND SUBDIVISION/S in Cullman County, Alabama according to an as yet unrecorded subdivision plat/s.



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**SCHEDULE B I – SECTION I
REQUIREMENTS**

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. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - (a) Warranty Deed from **The WaterSound Group, LLC** to **John Doe and wife, Jane Doe**, conveying subject property, must be executed and filed for record.
 - (b) Mortgage from **John Doe and wife, Jane Doe** to **Buyer's Bank**, conveying subject property, must be executed and filed for record.
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. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
7. Payment and partial release of mortgage heretofore executed by **The WaterSound Group, LLC** to **Renasant Bank**, dated February 14, 2007, and recorded in Mortgage Book 1508, page 396, Probate Records of **CULLMAN** County, Alabama, in the original principal amount of \$6,000,000.00.

END OF SCHEDULE B I – SECTION I



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SCHEDULE B II – SECTION II

EXCEPTIONS

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. All taxes for the year 2009, and subsequent years, not yet due and payable, and subject to all roll-back or escape taxes which may be applicable with the 2010 taxes.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements or other uses of subject property not visible from the surface, or easements claims of easements, not shown by the public records.
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 or special assessments which are not shown as existing liens by the public records.
8. Such state of facts as shown on subdivision plat/s to be recorded in Plat Book _____, Page _____, CULLMAN County Records.
9. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
10. Subject to Declaration of Restrictions, Conditions and Covenants for Waterbound to be executed and recorded by "The WaterSound Group, LLC".
11. Dues and assessments, rules and regulations as required by the Waterbound Homeowner's Association, Inc. and the Articles and By-Laws of that corporation to be formed and filed and recorded later.
12. Riparian and other rights created by the fact that the subject property fronts on Lewis Smith Lake.
13. Subject to Flood Easement to Alabama Power Company for Smith Lake by that certain Petition for Condemnation as recorded in Final Record 31-42, page 121, and Final Order of Condemnation, recorded in Final Record 31-43, page 001.
14. Subject to the reservation of minerals by that certain conveyance of surface rights only as recorded in Deed Book 167, page 553.

15. The policy to issue does not insure access or right of access from a public road in and to the subject property until the public roads are dedicated to and accepted by Cullman County.

16. Restrictions concerning shoreline alteration and construction of piers, docks or boathouses imposed by Alabama Power Company.

17. All matters, and easements as shown on the property plat of WATERBOUND SUBDIVISION as yet unrecorded. (The property plat for the waterfront lots indicates an easement in favor of Cullman Electric Cooperative of 30' along all lot lines, including streets and county roads; and another 10' public Utility and Drainage easement along all proposed street rights of way and along each side and rear lot line.) Any easements and other matters shown on the plat of the Waterbound waterview lots, as yet unrecorded.

INSERT ADDITIONAL EXCEPTIONS, IF ANY, HERE.

END OF SCHEDULE B II – SECTION II



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Note 1. Lender packages to be emailed to: marty_gig@bellsouth.net

Note 2. Wiring instructions for Charles G. Robinson, Attorney at Law, P.C., are as follows:

Receiving Bank- Columbus Bank and Trust Company
ABA Routing Number- 061100606
Beneficiary- Charles G. Robinson, Attorney at Law, P.C.
Beneficiary Account Number- 0818031388

If they specifically ask for the physical address it is:

Columbus Bank and Trust Company
1137 First Avenue
Columbus, Ga. 31901

These wiring instructions are for this specific transaction involving . These instructions therefore should not be used in other transactions without first verifying the information with our accounting department. It is imperative that the wire text be exactly as indicated. Any extraneous information may cause unnecessary delays in confirming the receipt of funds.

END OF NOTES



CHICAGO TITLE INSURANCE COMPANY

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. *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.alta.org/>>.*