



First American Title Insurance Company
24 Greenway Plaza, Suite 850, Houston, TX 77046
Phone (800)683-5552 Fax

ALTA Commitment
Schedule A

Commitment No.: NCS-426039-HOU1

Revision Info:

1. Commitment Date: 11/13/2009 at 8:00 AM
2. Policy or Policies to be issued:
 - a. ALTA Owner's Policy Policy Amount: **\$1,000.00**
Proposed Insured: Purchaser at Sheriff's Sale
3. *Fee Simple* interest in the land described in this Commitment is owned, at the Commitment Date, by Bethel Townhomes, L.P., a limited partnership.
4. The land referred to in this Commitment, situated in the County of Marion, State of Indiana, is described in Schedule C.

Note: For informational purposes only, the land is known as:
3102 Baltimore Avenue, Indianapolis, IN 46218-2059

End of Schedule A

SCHEDULE B - SECTION I REQUIREMENTS

Commitment No.: NCS-426039-HOU1

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or 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 mortgage to be insured must be signed, delivered and recorded.
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 make additional requirements or exceptions relating to the interest or the loan.
5. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. This Commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy Amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
7. Vendor's (sale) or Mortgagor's (refinance) Affidavit to be executed at the closing.
8. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law ." See Indiana Code 36-2-11-15.
9. By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006.
10. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.
11. You must provide us with a copy of the Complaint to Foreclose, the Judgment and Decree of Foreclosure and the Sheriff's Deed. Further requirements or exceptions may be added upon our review of these documents.

End of Schedule B-I
First American Title Insurance Company

SCHEDULE B - SECTION II EXCEPTIONS

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
4. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Real estate taxes assessed for the year 2008 are a lien and are due in two installments payable November 19, 2009 and February 10, 2010 :

Assessed in the name of: Tritex Real Estate Advisors Inc.
Parcel No.: 1046551 / 49-07-19-133-044.000-101 (affects parcel 1)
Taxing Unit and Code: Center 101
Land: \$90,000.00
Improvements: \$1,021,900.00
Exemptions: \$0.00
First installment of : \$14,506.57 Paid
Second installment of : \$14,506.57 Paid

6. Stormwater Assessment taxes for the year 2009 under parcel number 1046551 / 49-07-19-133-044.000-101: First installment \$378.00 Paid, Final installment \$378.00 Paid.

(affects parcel 1)

7. Real estate taxes assessed for the year 2008 are a lien and are due in two installments payable November 19, 2009 and February 10, 2010 :

Assessed in the name of: Tritex Real Estate Advisors Inc.
Parcel No.: 1099882 / 49-07-19-133-017.000-101 (affects parcel 2)
Taxing Unit and Code: Center 101
Land: \$79,200.00
Improvements: \$662,000.00
Exemptions: \$0.00
First installment of : \$9,375.58 Paid
Second installment of : \$9,375.58 Due

8. Stormwater Assessment taxes for the year 2009 under parcel number 1099882 / 49-07-19-133-017.000-101: First installment \$337.50 Paid, Final installment \$337.50 Due.

(affects parcel 2)

9. Real Estate taxes for the year 2009 (payable 2010), 2010 (payable 2011) are a lien but not yet due and payable.
10. Stormwater Assessment taxes for the year 2010 (payable 2010) are a lien but are not yet due and payable.
11. Mortgage dated May 02, 2005 and recorded May 03, 2005 as document 2005-0067836, made by Bethel Townhomes, L.P., to American Property Financing, Inc., to secure an indebtedness in the amount of \$2,295,000.00, and the terms and conditions thereof.

Assignment of aforesaid Mortgage to Fannie Mae, recorded May 03, 2005 as document 2005-0067837.

12. The above mortgage is in foreclosure under Cause No. 49D01-0905-MF-020715 in the Marion Superior Court. The Foreclosure was filed May 01, 2009.
13. Judgment for \$2,295,000.00 plus costs and interest
Entered August 31, 2009
Court and cause: 49D01-0905-MF-020715
Plaintiff(s) Tritex Real Estate Advisors, Inc.
Defendant(s) Bethel Townhomes, L.P.
14. A financing statement recorded May 19, 2005 as 2005-1232 of Official Records.
Debtor: Bethel Townhomes, L.P.
Secured party: Fannie Mae
15. Terms, provisions and conditions contained in Lease by and between Bethel Townhomes, L.P., Lessor, and Jetz Laundry Systems Inc., Lessee, dated November 07, 2007 as disclosed by a memorandum recorded November 07, 2007 as document 2007-0157593, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
16. Utility easement in favor of Indiana Bell Telephone Company, recorded October 16, 1989 as document 89-103032, and the terms and provisions contained therein.
17. Easement and Memorandum of Agreement in favor of Bright Nouse Networks, LLC - Indianapolis Division, recorded August 10, 2005 as document 2005-130667, and the terms and provisions contained therein.
18. Grant of right of way in favor of the City of Indianapolis, Department of Transportation, recorded May 06, 1971 as document 71-20552, and the terms and provisions contained therein.
19. Covenants, conditions and obligations set out in Regulatory Agreement dated June 21, 1983 and recorded June 21, 1983 as document 83-42662, as modified by first amendment recorded February 24, 1984 as document 84-14552, and the terms and provisions contained therein.
20. Covenants, conditions and obligations as set out in Financial Assistance Agreement recorded June 21, 1983 as document 1983-42663, and the terms and provisions contained therein.

21. Covenants, conditions and restrictions as contained Special Warranty Deed from Mel Martinez, Secretary of Housing and Urban Development to D & O Investments, LLC, recorded June 20, 2002 as document 2002-0116148, and the terms and provisions contained therein.
22. Covenants, conditions and restrictions as contained in a Land Use Restriction Agreement among Bethel Townhomes, L.P., the City of Indianapolis, Indiana and Wells Fargo Bank Indiana, N.A. recorded June 20, 2003 as document 2003-0129716, and the terms and provisions contained therein.

Amendment to Land Use Restriction Agreement recorded July 14, 2005 as document 2005-0111337.
23. Declaration of Extended Rental Housing Commitment by Bethel Townhomes, L.P., recorded January 25, 2008 as document 2008-9092, and the terms and provisions contained therein.
24. Provisions regulating sewer use and barring the right to object to annexation to the City of Indianapolis set out in a Sewer Construction Agreement recorded February 05, 1971, as document 71-5345, and the terms and provisions contained therein.
25. Rights of way for drains, tiles, feeders and laterals.
26. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.
27. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.

End of Schedule B-II
First American Title Insurance Company

SCHEDULE C

Commitment No.: NCS-426039-HOU1

Legal Description: PARCEL 1:

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE SAID QUARTER SECTION 1338.94 FEET TO THE CENTER LINE OF BALTIMORE AVENUE; THENCE NORTH 13 DEGREES 56 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF BALTIMORE AVENUE 458.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF THE SAID QUARTER SECTION 316.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS 441.56 FEET TO A POINT WHICH IS 886.76 FEET NORTH FROM THE SOUTH LINE OF THE SAID QUARTER SECTION AS MEASURED PARALLEL WITH THE WEST LINE OF THE SAID QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 426.30 FEET TO THE CENTER LINE OF BALTIMORE AVENUE; THENCE SOUTH 13 DEGREES 56 MINUTES 00 SECONDS WEST ALONG THE SAID CENTER LINE 454.94 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE SAID QUARTER SECTION 1338.94 FEET TO THE CENTER LINE OF BALTIMORE AVENUE; THENCE NORTH 13 DEGREES 56 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF BALTIMORE AVENUE 458.70 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF THE SAID QUARTER SECTION 316.75 FEET TO THE PLACE OF BEGINNING; CONTINUE THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE SAID SOUTH LINE 298.14 FEET TO A POINT WHICH IS NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 833.76 FEET FROM THE WEST LINE OF THE SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE SAID QUARTER SECTION 441.56 FEET TO A POINT WHICH IS NORTH 00 DEGREES 05 MINUTES 42 SECONDS EAST, 886.76 FEET FROM THE SOUTH LINE OF THE SAID QUARTER SECTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE SAID QUARTER SECTION 297.41 FEET TO A LINE WHICH BEARS NORTH 00 DEGREES 00 MINUTES 00 SECONDS FROM THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS 441.56 FEET TO THE PLACE OF BEGINNING.



We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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MARTHA A. WOMACKS
MARION COUNTY RECORDER

476859 JUN 20 03

NOT FOR RECORDATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

WARRANTY DEED

THIS INDENTURE WITNESSETH, That D & O Investments, LLC ("Grantor"), a limited liability company organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS to Bethel Townhomes, L.P., a limited partnership organized and existing under the laws of the State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Marion County, in the State of Indiana:

See Exhibit A attached hereto.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a Member of Grantor and has been fully empowered, by proper resolution of the Members of Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary company action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 19th day of June, 2003.

D & O INVESTMENTS, LLC

By: 
Terry L. Daniels, Member

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Terry L. Daniels, a Member of D & O Investments, LLC, who acknowledged execution of the foregoing Deed for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of June, 2003.

My Commission Expires:

Signature: Mitzi Bridges

Printed: _____
Notary Public

County of Residence:



MITZI J. BRIDGES, Notary Public
My Commission Expires: July 6, 2008
Residing in Marion County

This instrument prepared by: Jonathan R. Anderson, Attorney at Law.

Send Tax Statements to: Bethel Townhomes, L.P., 353 Cameron Station Blvd., Alexandria, Virginia 22304.

Return to law offices of: Jonathan R. Anderson, Krieg DeVault LLP, One Indiana Square, Suite ~~A~~
2800, Indianapolis, Indiana 46204-2079.

EXHIBIT A

Part of the Southeast Quarter of Section 19, Township 16 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Quarter Section; thence North 90 degrees 00 minutes 00 seconds East along the South line of the said Quarter Section 1338.94 feet to the center line of Baltimore Avenue; thence North 13 degrees 56 minutes 00 seconds East along the center line of Baltimore Avenue 458.70 feet to the place of beginning; hence North 90 degrees 00 minutes 00 seconds West parallel with the South line of the said Quarter Section 316.75 feet; thence North 00 degrees 00 minutes 00 seconds 441.56 feet to a point which is 886.76 feet North from the South line of the said Quarter Section as measured parallel with the West line of the said Quarter Section; thence North 90 degrees 00 minutes and 00 seconds East parallel with the South line of said Quarter Section 426.30 feet to the center line of Baltimore Avenue; thence South 13 degrees 56 minutes 00 seconds West along the said center line 454.94 feet to the place of beginning.

Part of the Southeast Quarter of Section 19, Township 16 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Quarter Section; thence North 90 degrees 00 minutes 00 seconds East along the South line of the said Quarter Section 1338.94 feet to the center line of Baltimore Avenue; thence North 13 degrees 56 minutes 00 seconds East along the center line of Baltimore Avenue 458.70 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with the South line of the said Quarter Section 316.75 feet to the place of beginning; continue thence North 90 degrees 00 minutes 00 seconds West parallel with the said South line 298.14 feet to a point which is North 90 degrees 00 minutes 00 seconds East 833.76 feet from the West line of the said Quarter Section; thence North 00 degrees 05 minutes 42 seconds East parallel with the West line of the said Quarter Section 441.56 feet to a point which is North 00 degrees 05 minutes 42 seconds East, 886.76 feet from the South line of the said Quarter Section; thence North 90 degrees 00 minutes 00 seconds East parallel with the South line of the said Quarter Section 297.41 feet to a line which bears North 00 degrees 00 minutes 00 seconds from the place of beginning; thence South 00 degrees 00 minutes 00 seconds 441.56 feet to the place of beginning.