



Chicago Title Insurance Company  
COMMITMENT FOR TITLE INSURANCE

Order Number: 3090324

Shaw Title & Closing Services, Inc.  
775 Ridge Lake Blvd, Suite 145  
Memphis, TN 38120  
901-767-8000  
901-767-8010

Effective Date: March 30, 2010 at 8:00 AM

**Schedule A**

1. Policies

Policy to be issued:  
ALTA Owner's 2006  
Proposed Insured: a qualified purchaser to be determined  
Amount of Insurance: TO BE DETERMINED

2. The estate or interest in the land described or referred to in this Schedule and covered herein is a Fee Simple and title thereto is at the effective date hereof is vested in:

Sara Gill Estabrook

3. The land referred to in this Report is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

A handwritten signature in black ink, appearing to read 'J. L. Shaw', written over a horizontal line.

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Commitment

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### **Schedule B Section 1 Requirements**

THE FOLLOWING REQUIREMENTS MUST BE MET:

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. Proper instrument(s) creating the estate or interest to be insured must be executed and fully filed for record to-wit:
  - A. Warranty Deed from Sara Gill Estabrook, joined by spouse(s), if any, to a qualified purchaser to be determined, conveying the land as described in Schedule A, in the Register's Office of Shelby County, Tennessee.
3. Furnish properly executed Affidavit to be signed by seller (CTIC Form # F-1901), and this commitment is subject to such further exceptions or requirements, if any as deemed necessary after examination.
4. Furnish executed Notice of Availability and Waiver of Title Insurance pursuant to T.C.A. Section 56-35-133 and as required by Departmental Regulation 30 (now No. 0781-1-12-10) Department of Insurance and Banking, State of Tennessee and signed by the buyer or mortgagor.
5. The Company reserves the right to make further requirements and/or exceptions upon being furnished the identity of the proposed insured.

NOTE: This commitment for Title Insurance does not constitute a report of title and is not to be relied upon by the Insured(s) or any other party as a title report or the representation of the status of title. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment for Title Insurance, if any, is solely for the benefit of the Company. The sole liability of the Company and/or its issuing agent hereunder shall be as set forth in the Conditions and Stipulations of this Commitment for Title Insurance. Neither the Company nor its issuing agent shall be liable to the proposed insured(s) or any party for any claim of alleged negligence, negligent misrepresentation, or any other cause of action in tort in connection with this Commitment for Title Insurance.

## **Schedule B Section 2 Exceptions**

The policy or policies to be issued will contain exceptions to the following 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 Report.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey should show.
5. 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.
6. Taxes and/or any assessments levied or assessed subsequent to the date hereof.
7. Any taxes or assessments not posted on the records of the taxing authority(ies) of which the Land described in Schedule A hereof is subject, including but not limited to: Supplemental, Revised, and/or Corrected Assessments pursuant to T.C.A. Section 67-5-603 et seq. or Back Assessments pursuant to T.C.A. Section 67-1-1001 et. seq.; or taxes based on a change in the classification of the Insured Land (Roll Back Taxes) pursuant to T.C.A. Section 67-5-1001 et seq.
8. This Commitment omits any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
9. The liens of the following general and special taxes for the year or years specified and subsequent years: 2010 City of Memphis and County of Shelby taxes, but not yet due and payable.
10. Subdivision restrictions, building lines and easements of record in Plat Book 102, Page 45 and Plat Book 103, Page 16, in the Register's Office of Shelby County, TN .
11. Trust Deed of record at Instrument No. AY 7174, in the aforesaid Register's Office.

NOTE: The Company insures the insured against loss or damage sustained by the Insured by reason of a sale for the purpose of full or partial satisfaction of the Trust Deed at Instrument No. AY 7174 excepted to at Item No. 11 of Schedule B against the land described in Schedule A as a lien encumbering or having priority over the estate insured by this policy.

The Company does not insure against any loss or damage sustained by the insured which occurs prior to the sale referred to herein, but the duty to provide defense pursuant to Paragraph 4(a) of the Conditions and Stipulations is applicable.

**Schedule B Section 2  
Exceptions continued**

NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the Applicant for this commitment and every person relying on the Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

**Exhibit "A"**

Lot 78, Section B, Morning Woods Subdivision, as shown on plat of record in Plat Book 103, Page 16, in the Registers Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description.