



COMMITMENT

Issued by

First American Title Insurance Company

SCHEDULE A

Agent File No: 29280

1. Commitment date: April 27, 2009 at 8:00:00 AM

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy (2006)
Policy Amount: To Be Determined
Proposed Insured: To Be Determined

(b) ALTA Loan Policy (2006)
Policy Amount: To Be Determined
Proposed Insured: To Be Determined
, its successors and/or assigns as their interest may appear

(c) ALTA Short Form Residential Loan Policy (06/17/06)
Policy Amount: To Be Determined
Proposed Insured: To Be Determined
, its successors and/or assigns as their interest may appear

3. Title to the **FEE SIMPLE** estate or interest in the land is at the Effective Date vested in:

MCK DEVELOPMENT, L.L.C. by virtue of Warranty Deed dated January 25, 2007 and filed on September 17, 2007 being recorded in the Office of the Judge of Probate of Talladega County Book 897 at Page 252.

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

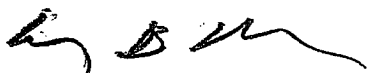
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Talladega, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

Lot 26, Water's Edge Subdivision, Sector One, as shown by map on record in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book 7, Page 69.

APN: 32-03-05-0-000-068.027

Dated this 27th day of April, 2009

FIRST AMERICAN TITLE INSURANCE COMPANY

A handwritten signature in black ink, appearing to be 'L. B. M.', written over a horizontal line.

By: _____
AUTHORIZED SIGNATORY

Issued by: M-TEC ALABAMA, Miller Title and Escrow Services, Inc.
12 Woodgate Drive, Suite C
Brandon, Mississippi 39042



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SCHEDULE B-PART I

Agent File No: 29280

PART I: The following are the requirements to be complied with:

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. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
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. Execution of an Owner's and Contractor's Affidavit, Owner's/Seller's Affidavit and Notice of Availability of Owner's Title Insurance, all in forms acceptable to the Company.
6. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - a) Execution and recordation without intervening right of a Warranty Deed from MCK DEVELOPMENT, L.L.C. conveying the land described in Schedule "A".
 - b) Execution and recordation without intervening rights of a Security Instrument by To Be Determined (and spouse when required by law) to the proposed Insured Lender, , encumbering the land described in Schedule "A" .
7. Payment, cancellation and satisfaction of record of the Real Estate Mortgage and Security Agreement executed by MCK Development LLC in favor of First Commercial Bank, dated January 25, 2007 and recorded on September 17, 2007 in Book 1249 at Page 174, securing the sum of \$336,000.00. Said Deed of Trust amended in Amendment to Real Estate Mortgage and Security Agreement, dated October 1, 2007 and recorded on October 17, 2007 in Book 1252 at Page 716.
8. Payment, cancellation and satisfaction of record of the UCC Financing Statement executed by MCK Development LLC, Debtor, and First Commercial Bank, Secured Party, dated September 17, 2007 in Instrument 175596.
9. Payment, cancellation and satisfaction of record of the UCC Financing Statement executed by MCK Development LLC, Debtor, and First Commercial Bank, Secured Party, dated September 17, 2007 in Instrument 175597.
10. If applicable, company formation documents and Resolution giving an officer of any corporation, company, or partnership the authority to execute the required closing documents. (Including Purchaser, if applicable)
11. If applicable, certificates of Good Standing from the Secretary of State showing that all parties to the closing transaction are in good standing and have qualified to do business in the State of Alabama. (Including Purchaser, if applicable)

12. Satisfactory proof of payment of all dues and/or assessments which may be due the subdivision or homeowners association.
13. We will require a statement from the City Clerk stating that there are no unpaid municipal improvement assessments against subject property.
14. We will require a statement from the County Sewer Service Department stating that there are no unpaid sewer lien assessments against subject property.
15. If applicable, a sworn statement from both the Seller(s) and the Purchaser(s) that there is no unpaid or disputed real estate commission, all compensation due or to become due under any listing, agency or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Act #98-160, Regular Session, 1998 Alabama Legislature (Sec 35-11-450 et seq. Code of Ala., 1975.)
16. We will require proof that any and all assessments of any type or kind (including but not limited to city and county) are paid current.



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SCHEDULE B-PART II

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PART II: 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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by person in possession of the land.
3. Easements, liens or encumbrances, or claims thereof, not shown by Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any minerals or mineral rights leased, granted or retained by current or prior owners.
6. Any dispute as to the boundaries caused by change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or any part of the land that is, at Date of Policy, or was previously under water.
7. Taxes or assessments for the year 2009 and subsequent years not yet due and payable.
 - a. The 2008 Ad valorem taxes for Parcel No. 32-03-05-0-000-068.027 are PAID.
 - b. The 2009 Ad valorem taxes for said parcel are not yet due and payable.
8. The lien of real estate assessments imposed on the Title by a governmental authority.
9. Such state of facts as shown on subdivision plat recorded in Plat Book 7 at Page 69, Talladega County Records.
10. Protective Covenants, any and all of public record including but not being limited to those contained in Book 868 at Page 171, aforesaid records of Talladega County.
11. Subject to reservation of mineral and mining rights as recorded in Book 249 at Page 103.
12. Subject to flood easement to Alabama Power Company as recorded in Book 308 at Page 704.
13. Subject to any easements noted on Plat Book 7 at Page 69.