



## COMMITMENT

Issued by

*First American Title Insurance Company*

### SCHEDULE A

Agent File No: 29277

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: \$0.00  
Proposed Insured: TO BE DETERMINED
  
  - (b) ALTA Loan Policy (2006)  
Policy Amount:  
Proposed Insured: TO BE DETERMINED
  
  - (c) ALTA Short Form Residential Loan Policy (06/17/06)  
Policy Amount:  
Proposed Insured: TO BE DETERMINED
  
3. Title to the **FEE SIMPLE** estate or interest in the land is at the Effective Date vested in:  
  
Jeff Aycock by virtue of Quitclaim Deed dated November 3, 2008 and filed on November 7, 2008 being recorded  
Land records of Talladega County Book 920 at Page 654.

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:**

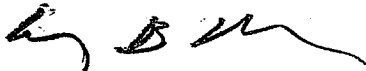
Lot 48, Waters Edge, Sector One, as shown by map on record in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book 7, Page 69.

APN: 32-030-50--000-068.052

Also described by street address as: Vacant Lot in Sylacauga, Alabama 35151

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: 29277

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 Statutory Warranty Deed from Jeff Aycock conveying the land described in Schedule "A" hereof to **TO BE DETERMINED**.
  - b) Execution and recordation without intervening rights of a Security Instrument by **NOT APPLICABLE** (and spouse when required by law) to the proposed Insured Lender, , encumbering the land described in Schedule "A" in the amount of.
7. Payment, cancellation and satisfaction of record of the Mortgage executed by Jeff Aycock in favor First Commercial Bank, dated October 20, 2006 and recorded on December 12, 2006 in Book 1209 at Page 528, securing the sum of \$215,000.00.
8. Payment, cancellation and satisfaction of record of the Mortgage executed by Jeff Aycock in favor of William R. Patrick, dated December 29, 2008 and recorded on April 8, 2009 in Book 1304 at Page 670, securing the sum of \$70,000.00.



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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. 32-030-50--000-068.052 were 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 Cabinet 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 and Book 249 at Page 103, aforesaid records of Talladega County.
11. Minerals and Mining Rights recorded in Book 249 at Page 103.
12. Flood Easement in favor of Alabama Power Company recorded in Book 308 at Page 704.
13. Any and all easements noted on Plat recorded in Plat Book 7 at Page 69.