

## Chicago Title

725 Cool Springs Blvd. Ste. 160, Franklin, TN 37067  
(615)435-1100 FAX (615)435-1101

### SCHEDULE A

Title Officer: Jan F. Horn  
Escrow Officer:  
Escrow No.: G2010090171  
Loan No.:

Title No.: G2010090171  
Agent Order/File No.: G2010080171

1. Effective date: September 8, 2010 at 08:00 AM
2. Policy or Policies to be issued: Policy Amount
  - (a) Owner's Policy ( ALTA Own. Policy (10/17/92) )  
Proposed Insured:  
TO BE DETERMINED (IN AMOUNT TO BE DETERMINED)
  - (b) Loan Policy ( ALTA Loan Policy (10/17/92) )  
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:  
Richard Fred Burgess and Marsha Jane Burgess and John Kenneth Burgess and Sue Ella Burgess and  
James Douglas Shaw
5. The land referred to in this Commitment is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**LEGAL DESCRIPTION**  
**EXHIBIT "A"**

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

SITUATE in the 1st Civil District for Washington County, Tennessee, and more particularly described as follows:

**TRACT I:**

BEING all of Lot 1 of the Shaw Heirs Property, as shown on plat of record in Plat Book 20, page 342, in the Register's Office for Washington County, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

**TRACT II:**

BEING all of Lot 2 of the Shaw Heirs Property, as shown on plat of record in Plat Book 20, page 342, in the Register's Office for Washington County, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

**TRACT III:**

BEGINNING at the corner of herein described property and the John Burgess Property Subdivision (Plat Book 9, page 499) at the chain link fence post at the easterly side of E. Shaw Road; thence along the John Burgess Property Subdivision South 86° 27' 25" East 401.66 feet to an iron rod; thence along same line South 85° 45' 30" East 128.41 feet to a metal post; thence South 28° 20' 04" East 504.38 feet to a planted stone; thence along herein described property and the Gillis Property (Deed Book 168, page 503) South 16° 04' 16" West 436.93 feet to a metal post; thence North 40° 14' 34" West 855.73 feet to an iron rod; thence South 61° 41' 20" West 50.00 feet to an iron rod; thence along E. Shaw Road, North 27° 18' 40" West 121.38 feet to a point; thence North 19° 52' 00" West 47.24 feet to a point; thence continuing along said road North 06° 26' 34" West 36.36 feet to a point; thence North 17° 29' 39" East 84.13 feet to the point of BEGINNING, and containing 8.12 acres, more or less, as shown on a survey prepared by Joseph G. McCoy, III, RSL # 1430 dated July 30, 2010.

**TRACT IV:**

To find the Point of Beginning, at the southwest point of the John Burgess Property (Plat Book 9, page 499) and the easterly side of E. Shaw Road at the Chain Link Fence Post, South 17° 29' 39" West 84.13 feet to a point; thence South 06° 26' 34" East 36.36 feet to a point; thence South 19° 52' 00" East 47.24 feet to a point; thence continuing along said road, South 27° 18' 40" East 121.38 feet to a new iron rod to the POINT OF BEGINNING, thence South 27° 18' 40" East 50.00 feet to an iron rod; thence South 40° 14' 34" East 62.37 feet to an iron rod; thence South 15° 13' 05" East 215.00 feet to an iron rod; thence South 12° 48' 14" West 844.72 feet to an iron rod; thence South 77° 21' 44" East 503.82 feet to a corner post; thence North 15° 57' 47" East 628.18 feet to a metal post; thence North 40° 14' 34" West 855.73 feet to an iron pin; thence South 61° 41' 20" West 50.00 feet to the POINT OF BEGINNING, and containing 10.43 acres, more or less, as shown on a survey prepared by Joseph G. McCoy, III, RSL # 1430 dated July 30, 2010.

**TRACT V:**

To find the Point of Beginning, at the southwest point of the John Burgess Property (Plat Book 9, page 499) and at the easterly side of E. Shaw Road at the Chain Link Fence Post, South 17° 29' 39" West 84.13 feet to a point; thence South 06° 26' 34" East 36.36 feet to a point; thence South 19° 52' 00" East 47.24 feet to a point; thence continuing along said road, South 27° 18' 40" East 171.38 feet to a new iron rod to the POINT OF BEGINNING, thence South 40° 14' 34" East 62.37 feet to an iron rod; thence South 15° 13' 05" East 215.00 feet to an iron rod; thence South 12° 48' 14" West 844.72 feet to an iron rod; thence North 77° 56' 03" 320.62 feet West to a 16" Gum Tree; thence North 76° 56' 34" West 238.08 feet to a corner post; thence along herein described property and the Greenway Property (Roll 14, Image 73), North 02° 36' 31" East 710.34 feet to a 30" Sumac Tree; thence North 78° 27' 56" East 625.42 feet to an iron rod; thence North 15° 13' 05" West 74.23 feet to an iron rod; thence North 25° 49' 04" East 29.97 feet to an iron rod; thence North 06° 20' 09" West 24.86 feet to the point of

**LEGAL DESCRIPTION**  
(Continued)

BEGINNING, and containing 12.38 acres, more or less, as shown on a survey prepared by Joseph G. McCoy, III, RSL # 1430 dated July 30, 2010.

BEING part of the same property conveyed to Richard Fred Burgess, Marsha Jane Burgess, John Kenneth Burgess, Sue Ella Burgess, and James Douglas Shaw by Deed of Richard F. Burgess, Executor of the Estate of R. Ernestine Shaw (being the same person as Ruby Ernestine Shaw, Earnestine Burgess and Ernestine B. Burgess), dated March 10, 2009, and of record in Roll 636, Image 399, for the Register's Office of Washington County, Tennessee. THE SAID Ernestine (Burgess) Shaw died testate on March 16, 2008, and pursuant to the terms of her Will, found of record in the Chancery Court, Probate Division, for Washington County, Tennessee, Probate File No. P0488, the above-described realty was devised to the aforementioned grantees.

**SCHEDULE B - SECTION I  
REQUIREMENTS**

- a. Pay us the premiums, fees and charges for the policy.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- d. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
- e. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- f. If an Owner's Policy was not previously taken, a Notice and Waiver, as required by Departmental Regulation 30 (now No. 0781-1-12-10), Department of Insurance and Banking, State of Tennessee, and signed by the mortgagors, must be submitted.
- g. Notice of Availability of Title Insurance as required by Tennessee Annotated 56-35-133, signed by the mortgagors, must be submitted to the Company
- h. Properly executed and recorded Warranty Deed from Richard Fred Burgess, Marsha Jane Burgess, John Kenneth Burgess, Sue Ella Burgess, and James Douglas Shaw, to purchaser to be determined.
- i. Payment of all taxes through and including those for the year 2010.

**END OF SCHEDULE B - SECTION I**

**SCHEDULE B - 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:

- a. 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.
- b. Any Owner's Policy issued pursuant hereto will contain under Schedule B the Standard Exceptions set forth at the inside cover hereof. Any loan policy will contain under Schedule B, Standard Exceptions 1, 2 and 3 unless a satisfactory survey and inspection of the premises is made.
- c. Encroachments, overlaps, boundary line disputes, or other matters, which would be disclosed by an accurate survey and inspection of the premises.
- d. Rights or claims of parties in possession not shown by the public records.
- e. Easements, or claims of easements, not shown by the public records.
- f. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law or not shown by the public records.
- g. NOTE: Pending disbursement of the full proceeds of the loan secured by the Deed of Trust insured, this Policy only insures to the amount actually disbursed by increases as the proceeds are disbursed, pursuant to a legal obligation to disburse, up to the amount of the Policy. Such increase in amount shall not change the dated of this Policy unless such change of date is specifically made by endorsement.
- h. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished. NOTE: Upon receipt of a satisfactory Affidavit of Agreement this exception will be deleted.
- i. Subject to easement and recorded in Miscellaneous Book 46, page 452
- j. Any inaccuracy in the area square footage or acreage of the land described in Schedule A. The Company does not insure the area, square footage or acreage of the land.
- k. Property is on Greenbelt, and therefore may be subject to rollback taxes.
- l. 2009 County taxes have been paid in the amount of \$482.30, receipt number 49055.
- m. 2010 County and/or City taxes constitute a lien, but are not yet due and payable.
- n. Covenants, Conditions and restrictions affecting the land, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

**END OF SCHEDULE B - SECTION II**

## Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies** - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Companies** - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

### Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

### Access to Personal Information/

#### Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

### Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.