

Lawyers Title Insurance Corporation

Commitment Number: 89633

SCHEDULE A

1. Commitment Date: February 21, 2008 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
 - (a) Owner's Policy (ALTA Own. Policy (06/17/06))
Proposed Insured:
TO BE DETERMINED
 - (b) Loan Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Duane Richesin and wife, Nora Richesin.
4. The land referred to in the Commitment is described as follows:
SEE SCHEDULE C ATTACHED HERETO

Tennessee Valley Title Insurance Co.

By: Tracey M. Axtell
Tracey M. Axtell

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**SCHEDULE B - SECTION I
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. Payment of all premiums and charges for policies, endorsement and services.
3. Furnish a properly executed Owner's Affidavit on attached form.
4. Furnish an accurate, current survey and surveyor's inspection report on attached form.
5. Payment of 2007 Monroe County taxes in the amount of \$668.00.
CLT #014-009.
6. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. Properly executed and acknowledged Deed from Duane Richesin and wife, Nora Richesin, vesting fee simple title in purchaser to be determined.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

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

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 Commitment.
2. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
6. 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.
7. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.

NOTE: Upon receipt of satisfactory Owner's Affidavit as required under Schedule B - Section 1, Items 3 and 6 hereinabove may be amended and/or deleted.

NOTE: Upon receipt of satisfactory survey and surveyor's inspection report as required under Schedule B - Section 1, Items 4 and 5 hereinabove may be amended and/or deleted.

8. Taxes for the year 2008, a lien, but not yet due or payable, and all taxes for subsequent years.
9. Rollback taxes as may be applicable pursuant to application for use of land for agricultural purposes, dated June 20, 2006, and filed of record in Misc. Book 173, page 139, in the office of the Monroe County Register of Deeds.

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**SCHEDULE C
PROPERTY DESCRIPTION**

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BEING the same property conveyed to Duane Richesin and wife, Nora Richesin, by deed from Reid Duncan and wife, Sandra Duncan, dated August 9, 2005, and recorded in Book WD304, page 724, in the Monroe County Register's Office.

EXHIBIT "A"

LYING AND BEING in the First (1st) Civil District of Monroe County, Tennessee, on the easterly side of the Sweetwater-Kingston road, about three (3) miles northwest of Sweetwater, and more particularly described as follows:

BEGINNING at a point on the easterly right of way of the Sweetwater-Kingston Road, at the northwest end of the property herein conveyed; thence running North 11 deg. 7 min. East 47.1 feet to a point in the private road; thence running with the private road, South 88 deg. 52 min. East 766.6 feet; thence continuing with the private road, North 64 deg. 32 min. East 166.1 feet; thence leaving the private road, and running with the fence, South 36 deg. 18 min. East 543.4 feet to a 12 inch tree; thence with the fence, South 54 deg. 4 min. West 141.3 feet to a corner; thence South 57 deg. 20 min. East 228.7 feet to an iron pin corner; thence South 34 deg. 45 min. West 249 feet to a fence corner; thence South 61 deg. 34 min. East 1149.9 feet to a corner; thence North 27 deg. 37 min. East 547.5 feet to a stump in the fence row; thence North 65 deg. 6 min. East 69.5 feet to a 24 inch oak tree; thence North 42 deg. 17 min. East 136.3 feet to a 15 inch hickory tree; thence North 46 deg. 30 min. East 110.2 feet to a 10 inch hickory tree; thence North 33 deg. 20 min. East 190.1 feet to a 12 inch elm tree; thence North 15 deg. 32 min. East 238.5 feet to a 15 inch oak; thence North 62 deg. 24 min. East 244.7 feet to a 24 inch oak; thence South 87 degrees 53 minutes East 345.3 feet to a 15 inch elm; thence, with the fence, South 2 degrees 39 minutes West 343.6 feet to a corner in the center of Pond Creek; thence, with the center of Pond Creek, the following calls: South 78 degrees 22 minutes West 152 feet; South 3 degrees 4 minutes East 242.8 feet; South 44 degrees 56 minutes West 103.4 feet; South 62 degrees 40 minutes West 209.9 feet; South 81 degrees 18 minutes West 372 feet; South 41 degrees 30 minutes West 100 feet; South 10 degrees 45 minutes East 177.1 feet; South 63 degrees 1 minute West 372.3 feet; South 17 degrees 1 minute West 414.4 feet; South 13 degrees 2 minutes West 86.8 feet; South 33 degrees 16 minutes West 220.1 feet; South 44 degrees 51 minutes West 71.8 feet; South 32 degrees 39 minutes West 155.3 feet; South 10 degrees 1 minute West 149.3 feet; South 74 degrees 50 minutes West 170.8 feet; South 37 degrees 55 minutes West 150.5 feet; South 9 degrees 36 minutes West 83.8 feet; and, South 62 degrees 41 minutes West 101.5 feet to a point in the center of the creek; thence, leaving the creek, North 84 degrees 36 minutes West 100 feet; thence North 27 degrees 7 minutes West 330.5 feet; thence North 80 degrees 21 minutes West 93.2 feet to an iron pin corner; thence South 76 degrees 58 minutes West 291.5 feet to the iron pin corner on the east right of way line of the Sweetwater-Kingston Road, at the northwest corner of the Moore property; and running thence, with the road right of way, North 12 degrees 34 min. West 141.8 feet to a concrete marker; being a highway department right of way concrete marker; thence, continuing with the right of way line, North 1 degree 21 minutes East 122.6 feet to another concrete right of way marker; thence continuing with the right of way line, North 7 degrees East 75 feet to a point on the east right of way line of the Sweetwater-Kingston Road; thence, following the easterly right of way line of the Sweetwater-Kingston Road, in a northwesterly direction as the road now exists, to the point of beginning, containing 70-1/2 acres, more or less, but conveyed by the boundary and not by the acre.