

LAWYERS TITLE
INSURANCE CORPORATION

Nashville Branch
424 Church Street, Suite 950
Nashville TN 37219
615-244-0678
615-244-2896 FAX

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. EFFECTIVE DATE: 09/06/06 at 8:00 A.M. CASE NO: 58578

2. POLICY OR POLICIES TO BE ISSUED:
 - (A) ALTA OWNER'S POLICY (10/17/92) AMOUNT \$
ALTA RESIDENTIAL TITLE INSURANCE POLICY-1979 To Be Determined
PROPOSED INSURED:
To Be Determined

 - (B) ALTA LOAN POLICY (10/17/92) AMOUNT \$
PROPOSED INSURED:

3. TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:
Thomas Edwards and wife, Elenora Edwards

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

SITUATED, LYING AND BEING in the First (1st) Civil District of Marshall County, Tennessee, being bounded and described as follows:

BOUNDED on the North by the property formerly owned by Powell D. Crutcher; bounded on the East by the West right of way of the Louisville and Nashville Railroad Company, bounded on the South by a public road; bounded on the West by a small strip of land conveyed to Currie Stammer; and other property of Stammer and Blackwell, and containing 40 acres, more or less.

BEING the same property conveyed to Thomas Edwards, by Deed of record in Book 47, page 233, Register's Office for Marshall County, Tennessee. The property has since been conveyed to Thomas Edward and Elenora Edwards by Deed of record in Book 237, page 415 and Book 237, page 417 with the intent to create an estate by the entireties.

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SCHEDULE - B SECTION I
Requirements

The following are the requirements to be complied with:

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:
Deed from Thomas Edwards and wife, Elenora Edwards to To Be Determined.
3. Furnish Owner's Affidavit establishing the rights of parties in possession.
4. Furnish Affidavit establishing that no financing statements have been filed in the Register's Office for Marshall County, Tennessee, covering any fixtures under provision of the Uniform Commercial Code.
5. Furnish Owner's/Mortgagor's Affidavit establishing that: all sums due for labor and/or materials for any work performed on the property have been paid; and, no liens or encumbrances against the property other than as stated herein, are outstanding.

NOTE: Execution of the enclosed Affidavit Form will satisfy the above requirements Nos. (3), (4) and (5).

6. Acceptable survey with legal description, together with Surveyors Report (form 91-2 Rev 7/76), showing no objectional matters and delineating all recorded and unrecorded easements together with any encroachments, boundary problems, shortages in area and all improvements located on insured property.

NOTE: County taxes in the amount of \$509.00 for the year 2005 have been paid.
RE: Tax Parcel # 16/26.

NOTE: The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

COMMITMENT FOR TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, **LAWYERS TITLE INSURANCE CORPORATION** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest:


Secretary



By:


President

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Report for Marshall County, TN Parcel: 016 026.00



9/6/2006 - LandAmerica

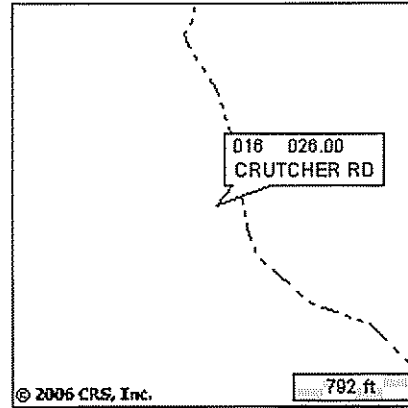
Owner And Location

Owner: EDWARDS THOMAS
 ETUX ELENORA
 PO BOX 502
 CLINTON, TN 37717-0502
 Location: CRUTCHER RD

General Info

Parcel ID: 016 026.00
 ALT Par ID: 011 005.01
 Acct No:
 Prop Type: FARM
 Land Use: 81/AGRICULTURE
 Impr Type:
 Square Ft:
 Zoning Code: A1
 Gas Srce: NONE
 Elec Srce: PUBLIC
 Wtr Srce: PUBLIC
 Swr Srce: INDIVIDUAL
 Deed Bk/Pg: /
 Doc Number:
 Dimen:
 Acreage: 40

Map/Image



Land Map: 016
 GeoCode:
 Trct/Blck: /
 District: 01
 Ward: 01

Legal Description

Plat Book: Block: Subdivision:
 Plat Page: Lot:
 Description: 011 011 005.01 000

Tax Information

Appraised Land Market Value: 64900 City Tax: Property Type: FARM
 Appraised Improvements Value: 0 County Tax: 509.47 Last Sale Date:
 Total Appraised Market Value: 64900 Total Tax: 509.47 Last Sale Value:
 Total Assessed Value: 16225 Last Sale Book/Page: /

Improvements

#	Type	Condition	Square Feet	Last Appr.	Year	Eff. Year	Bedrooms	Bathrooms	Rooms	Stories	Units
-- None Found --											

Land Information

Land Type	Land Size	Land Amount	Land Use
CROP	19	20900	45
WOODLAND 2	21	11600	62

Extra Features

Description	Size	Year Built	Condition
-- None Found --			

Sales

Date	Owner	Amount	Instrument	Quality	Book	Page
-- None Found --						

Deeds

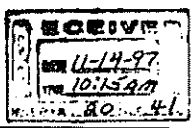
Date	Name 1	Name 2	Book	Page
07/10/73	EDWARDS THOMAS		47	233
08/27/97	EDWARDS ELENORA		237	415
08/27/97	EDWARDS THOMAS	ETUX ELENORA	237	417

Trust/Mortgage Deeds

Date	Borrower	Lender	Loan Amt	Book	Page
-- None Found --					

THIS INSTRUMENT PREPARED BY: Philip R. Crye, Jr.
Attorney at Law
108 S. Main Street
Clinton, Tennessee 37716

237
415



RECORDING FEE 8.00
STATE TAX
REGISTER'S FEE
TOTAL PAID 8.00
RECEIPT NO. 678044

QUIT CLAIM DEED

This indenture, made this 27 day of August, 1990, between THOMAS EDWARDS of Anderson County, Tennessee party of the first part, and ELENORA EDWARDS of Anderson County, Tennessee, party of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND NO/100 (\$1.00) to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, remised, released and quitclaimed, and do hereby grant, bargain, sell, convey, remise, release and quitclaim unto the said party of the second part, the following described premises, to-wit:

SITUATED, LYING AND BEING in the First (1st) Civil District of Marshall County, Tennessee, being bounded and described as follows:

BOUNDED on the North by the property formerly owned by Powell D. Crutcher; bounded on the East by the West right of way of the Louisville and Nashville Railroad Company; bounded on the South by a public road; bounded on the West by a small strip of land conveyed to Currie Stammer; and other property of Stammer and Blackwell, and containing 40 acres, more or less.

THIS BEING the same property conveyed to Thomas Edwards from Clint Churchwell, et ux, by Warranty Deed dated July 7, 1973, recorded on July 10, 1973 in Deed Book 47, page 233, in the Register's Records for Marshall County, Tennessee.

This further being Parcel No. 501 of Tax Map 11, as reflected in the Marshall County Assessor's Office.

and all of the estate, right, title and interest of the party of the first part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein; and to have and to hold the said premises to the said party of the second part, her heirs and assigns forever.

THE party have set their hands hereto the date and year first above written:

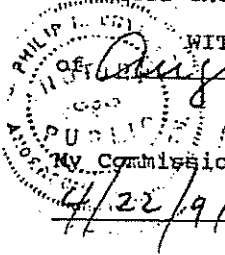
Thomas Edwards
THOMAS EDWARDS

STATE OF TENNESSEE
COUNTY OF ANDERSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named bargainor, THOMAS EDWARDS, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 27 day of August, 1990.

Philip R. Crye Jr
NOTARY PUBLIC



NOTED IN MY OFFICE
14 day of Nov 1997
415

415

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 0, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Elenora E. Edwards
AFFIANT

Sworn to and subscribed before me this 12 day of November, ~~1990~~ 1997

Ricky Meredith, Registrar
NOTARY PUBLIC VB

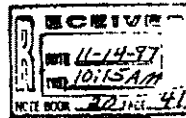
My Commission Expires:

RESPONSIBLE TAXPAYER:

Em Elenora E. Edwards
P. O. Box 502
Clinton, TN 37716

MARSHALL COUNTY, STATE OF TN
Recorded 14 Day of November
9:27 AM 10:15 O'Clock 1 M. Record
Book 237, Page 415. State Tax
\$ _____, Recording Fee \$ 8.00
Total \$ 8.00 Receipt 7397
Barbara Simmons Registrar
817

THIS INSTRUMENT PREPARED BY: Philip R. Crye, Jr.
Attorney at Law
108 S. Main Street
Clinton, Tennessee 37716



237
417

QUIT CLAIM DEED

This indenture, made this 28 day of August, 1990, between ELENORA EDWARDS of Anderson County, Tennessee party of the first part, and THOMAS EDWARDS AND WIFE, ELENORA EDWARDS, of Anderson County, Tennessee, parties of the second part,

WITNESSETH: That said party of the first part, for and in consideration of the sum of ONE DOLLAR AND NO/100 (\$.00) to her in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, and it further being the Grantor's intent to create an estate by the entireties in and to the property conveyed herein, has granted, bargained, sold, conveyed, remised, released and has granted, bargained, sold, conveyed, remised, released and quitclaimed, and do hereby grant, bargain, sell, convey, remise, release and quitclaim unto the said parties of the second part, the following described premises, to-wit:

SITUATED, LYING AND BEING in the First (1st) Civil District of Marshall County, Tennessee, being bounded and described as follows:

BOUNDED on the North by the property formerly owned by Powell D. Crutcher; bounded on the East by the West right of way of the Louisville and Nashville Railroad Company; bounded on the South by a public road; bounded on the West by a small strip of land conveyed to Currie Stammer; and other property of Stammer and Blackwell, and containing 40 acres, more or less.

THIS BEING the same property conveyed to Elenora Edwards from Thomas Edwards by Deed dated 8/27/90, recorded in Deed Book 237, page 415, in the Register's Records for Marshall County, Tennessee.

This further being Parcel No. 501 of Tax Map 11, as reflected in the Marshall County Assessor's Office.

and all of the estate, right, title and interest of the party of the first part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein; and to have and to hold the said premises to the said party of the second part, her heirs and assigns forever.

THE party have set her hand hereto the date and year first above written:

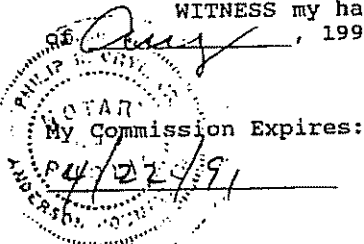
Elenora E. Edwards
ELENORA EDWARDS

STATE OF TENNESSEE
COUNTY OF ANDERSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named bargainer, ELENORA EDWARDS, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 28 day

28, 1990.



Philip R. Crye, Jr.
NOTARY PUBLIC

NOTED IN MY OFFICE
14 day of Nov 1997
Linda J. Hain-Bo
Assessor of Property
Marshall County, TN

417

417

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 0, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Elenora E. Edwards
AFFIANT

Sworn to and subscribed before me this 12 day of November, 1990. 1997

Ricky Meredith, Register
NOTARY PUBLIC
NB

My Commission Expires:

RESPONSIBLE TAXPAYER:

^{EW} Elenora E. Edwards, et vir
P. O. Box 502
Clinton, TN 37716

MARSHALL COUNTY, STATE OF TN
Recorded 14 Day of November
1997 at 10:15 O'Clock A.M. Record
Book 237, Page 467 State Tax
\$ _____ Recording Fee \$ 8.00
Total \$ 8.00 Receipt 7297-A
Barbara Simmons Register
AM

DEED FROM CLINT CHURCHWELL, ET UX TO THOMAS EDWARDS

47
233

For and in consideration of the sum of Sixteen Thousand Dollars (\$16,000.00), of which amount Eight Thousand Dollars (\$8,000.00), has been paid in cash,, the receipt of which is hereby acknowledged, and the balance of the purchase price (\$8,000.00), being evidenced by one promissory note in said amount and being due and payable in four (4) annual installments of Two Thousand Dollars (\$2,000.00) each, the first installment to become due and payable on or before the 1st day of January, 1974, and one installment to become due and payable on or before the 1st day of each succeeding January until the entire indebtedness is paid, with interest at the rate of six (6%) per cent per annum; to secure the payment of the purchase money note, the grantors expressly retain a vendor's lien in and to the hereinafter described real estate; We, Clint Churchwell and wife, Ida H. Churchwell, have this day bargained and sold and do by these presents transfer and convey unto, Thomas Edwards, his heirs and assigns, forever, all that tract or parcel of real estate lying and being in the First Civil District of Marshall County, Tennessee, being bounded and described as follows:

Bounded on the North by the property formerly owned by Powell D. Crutcher; bounded on the East by the West Right-of-Way of the Louisville & Nashville Railroad Company; bounded on the South by a public road; bounded on the West by a small strip of land this day conveyed to Currie Stammer; and other property of Stammer and Blackwell, and containing 40 acres, more or less.

This being the same property conveyed to Clint Churchwell, et ux, from Clarence Powell, the Executor under the Last Will and Testament of Bill Glenn Cruthcer, deceased, dated May 2, 1972, and being recorded in Record Book 36, Page 294, in the Register's Office of Marshall County, Tennessee.

TO HAVE AND TO HOLD said real estate unto the said Thomas Edwards, his heirs and assigns, forever.

We, the grantors, do covenant with the grantee, his heirs and assigns, that we are lawfully seized and possessed of

NOTED IN MY OFFICE
THIS 22 DAY OF JANUARY, 1973
EUEL GILLUM
PROPERTY ASSESSOR
MARSHALL COUNTY, TENNESSEE

said real estate; that we have a good and lawful right to make this conveyance, and that the same is free and unencumbered, except for the 1973 taxes which shall be pro-rated between the parties as of July 1, 1973.

And we, the grantors, do further covenant and bind ourselves our heirs and representatives to warrant and defend the title to said land to the said grantee, his heirs and assigns, against all the lawful claims and demands of all persons whomsoever.

In Witness Whereof We have hereunto set our hand this the 10th day of July, 1973.

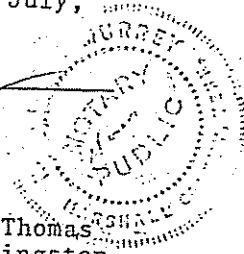
Clint Churchwell
Ida M Churchwell

STATE OF TENNESSEE)
COUNTY OF MARSHALL)

Personally appeared before me _____ a Notary Public in and for the state and county aforesaid, the within named bargainors, Clint Churchwell and wife, Ida H. Churchwell, with whom I am personally acquainted and who acknowledged before me that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Lewisburg, Marshall County, Tennessee, on this the 10th day of July, 1973.

N. Odine Murray
NOTARY PUBLIC



MY COMMISSION EXPIRES:
12/31/19 1973

The person responsible for payment of 1973 taxes is Thomas Edwards, c/o Tennessee Highway Patrol Office, 7601 Kingston Pike, Knoxville, Tennessee.

(This deed was prepared by John L. Wallace, 114-2nd Ave., So., Lewisburg, Tennessee, 37091.

I, OR WE, MAKE OATH THAT THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER GREATER FOR THIS TRANSACTION IS: 16,000.00

Thomas Edwards AFFIANT
SUBSCRIBED AND SWORN BEFORE ME THIS 10th DAY OF July, 1973.
Barbara Demmons Dore

STATE TAX 41.60
RECORD FEE 50
TOTAL 42.10
PAID July 10, 1973
HILL WALKER
REGISTER
Marshall County
Tennessee

STATE OF TENNESSEE
COUNTY OF MARSHALL
Filed for Record this 10 day of July A. D. 19 73
at 1 o'clock 55 minutes P. M.
Record Bk 47 Page 233
Hill Walker Register