

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No. 09006

File No. 09006

1. Effective Date: December 22, 2008

2. Policy or Policies to be issued: Amount

(a) \_\_\_ ALTA Owner Policy: 10-17-92 \$

Proposed Insured: Paula K. Maltman and Eric T. Maltman

(b) X ALTA Loan Policy: \$ 183,500.00

Proposed Insured: Direct Mortgage Wholesale Inc. its successors and/or assigns, as their interests may appear.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in

Paula K. Maltman and Eric T. Maltman

4. The land referred to in this Commitment is situated in the County of Forsyth, State of Georgia, and described as follows:

All that tract or parcel of land lying and being in Land Lot 290 of the 14<sup>th</sup> District, 1<sup>st</sup> Section of Forsyth County, Georgia, being Lot 40, Pilgrim Landing, Phase II, as per plat recorded in Plat Book 54, pages 34-38, Forsyth County, Georgia Records, which plat is incorporated herein and made a part hereof.

Ashway & Haldi, LLP

Countersigned: By: 

Denton B. Ashway

Authorized Officer or Agent  
Valid Only If Schedule B and Cover are attached

**Schedule B - Section 1**

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:  
  
Security Deed from Paula K. Maltman and Eric T. Maltman to Direct Mortgage Wholesale, Inc.  
Payment, Satisfaction and Cancellation of Security Deed from Paula K. Maltman and Eric T. Maltman  
to ABN AMRO Mortgage Group, Inc., dated 02-16-04, recorded 02-23-04 at Deed Book 3225, page 739.  
Payment, Satisfaction and Cancellation of Security Deed from Paula K. Maltman and Eric T. Maltman  
To Wachovia Bank, NA, dated 03-30-05, recorded 04-15-05 at Deed Book 3751, page 224.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Satisfactory proof must be furnished that there are no parties in possession or having a right to be in possession of subject property at the time of closing other than the parties to the transaction contemplated hereby.

2008 Forsyth County Taxes paid in the amount of \$ 1747.91 tax parcel id# 243-153  
All prior taxes paid.

Note: The policy issued pursuant hereto shall insure the gap between the effective date hereof and the filing of Insured Security Deed.

Note: Paula K. Maltman and Eric T. Maltman acquired title to the property by Warranty Deed dated 07-06-00 from Dogwood Homes, LLC

Note: The policy issued pursuant hereto shall contain an Alta 9. endorsement.

Note: The policy issued pursuant hereto shall contain an Alta 8.1 endorsement.

**Schedule B - Section 2**

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. 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. General Utility Easements of record.
3. All matters which would be disclosed by a current and accurate survey of the subject property.
4. Subdivision restrictions of record.

**NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:**

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
3. Unfiled mechanics' or materialmen's liens.