

ACQUISITION REPORT

(This report is given for informational purposes only and is not a commitment for title insurance.)

Reporting Company: LANDCASTLE TITLE, LLC
File Number: AUC-091000285A

Address Reference: **Street Address:** 11039 Southwood Drive, Hampton, GA
County and State: Clayton County, Georgia

SCHEDULE A

1. **Effective Date of Report:** August 31, 2009 **Report Date:** October 9, 2009

2. **Proposed Underwriter:**
to be determined

3. **Proposed Lender:**
A natural person or legal entity, Loan Amount: TBD
to be determined

4. **Proposed Purchaser:**
A natural person or legal entity, Purchase Price: TBD
to be determined

5. **The estate or interest in the land described or referred to in this Report and covered herein is:**
FEE SIMPLE

6. **Title to the estate or interest referred to herein is vested, as of the Effective Date of Report, in:**
FIRST GEORGIA COMMUNITY BANK

7. **The land referred to in this report is described as follows:**
All that tract or parcel of land lying and being in Land Lot 129 of the 6th District of Clayton County, Georgia, and being Lot 7, The Overlook at Southwood Subdivision, as per plat recorded at Plat Book 38, Pages 137-141, Clayton County, Georgia Records, said Plat being incorporated herein for a more complete description and made a part hereof by this reference.

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SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

1. Documents satisfactory to the Reporting Company creating the interest in the land and/or the mortgage must be signed, delivered and recorded.
2. Receipt of proof satisfactory to the Reporting Company that no improvements or repairs were made on the property within three months preceding the filing for record of the instruments we are called upon to insure, or in the event such improvements or repairs were made that they are complete and that all costs incurred in connection therewith including architect's fees, if any, have been paid.
3. The Reporting Company must be informed in writing as to the name of any person or entity not referenced in this Acquisition Report who shall receive an interest in the captioned property or who shall make a mortgage secured by captioned property. The Reporting Company reserves the right to make additional requirements based on the above information provided.
4. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Warranty deed from FDIC as Receiver of First Georgia Community Bank to TBD conveying title to subject property.
7. Payment of the 2009 state and county taxes in the amount of \$2,604.39 . (Bill #025494).
8. HOA dues need to be paid at closing.

Note for your information:

This property has mandatory homeowner's assessments at this time.

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SCHEDULE B - SECTION II
EXCEPTIONS

This report will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession of any or all of the land not shown by the public records.
2. Easements, rights of way, servitudes or claims of easements, shown or not shown by the public records.
3. Matters of survey, including but not limited to encroachments, overlaps, boundary line disputes and any other survey matters which a current and accurate survey and inspection of the property by a surveyor duly licensed by the state where the captioned property lies..
4. Any lien or right to a lien, for services, labor or materials arising now or later, imposed by law and not shown by the public records.
5. Taxes, charges, special assessments and re-assessments which are not shown as existing liens by the public record and/or also which may become due and payable subsequent to the date of the Policy.
6. Exception is taken to any defects of title which may appear in the public records subsequent to the effective date of this report but prior to the date of recording of any instrument creating the estate or interest in property contemplated by this report.
7. Any loss, cost or damage or other consequences of an attack on the estate or interest referenced on Schedule A herein under any creditor's rights law, state insolvency law or Federal Bankruptcy law, on the grounds that such estate was created by a preferential or fraudulent conveyance.
8. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records. Nothing herein shall insure against loss or damage resulting from subsidence.
9. Covenants, conditions and restrictions, if any, appearing in the public records.
1. Protective covenants (or latest filed amendment thereto) as recorded in Deed Book 8651, Page 256, aforesaid records.
2. Front 25', Side 10', Rear 30' foot building line as shown on recorded plat.

This report is only valid for 90 days from the Effective Date of Report as shown on Schedule A.