

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-091000288A

Address Reference: **Street Address:** 152 Makenna Drive, Hampton, GA
County and State: Henry County, Georgia

SCHEDULE A

1. Effective Date of Report: September 8, 2009 **Report Date:** October 10, 2009

2. Proposed Underwriter:

to be determined

3. Proposed Lender:

A natural person or legal entity,
to be determined

Loan Amount: TBD

4. Proposed Purchaser:

A natural person or legal entity,
to be determined

Purchase Price: TBD

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 Lots 198 and 199 of the 6th District of Henry County, Georgia being Lot 10 of Steele Forest, as shown on Plat of Steele Forest, prepared by Alexander Zeiger, Georgia Registered Land Surveyor No. 2530, dated July 1, 2005 recorded in Plat Book 43, Pages 91-93, Henry County records. The Description of said property and contained on said Plat is hereby incorporated herein and by reference made a part hereof.

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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 \$3,354.68 . (Bill #24855).
8. Deed thru out the Chain of Title reference an incorrect Plat Book, plat revisions also not referenced. Will need Title Insurance Underwriting approval over this issue.
9. Deed Under Power contains invalid execution and incorrect plat reference.
10. Please provide the Title Policy from loan origination to assist in clearing the prior issues.

Note for your information:

This property does not have 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.

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