

**FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA COMMITMENT
SCHEDULE A**

Commitment No. 1500.0809(O)(R)

PREPARED FOR:

**SMITH MOORE LEATHERWOOD LLP
ATTN: Howell Hollis III, Esq.**

**INQUIRIES SHOULD
BE DIRECTED TO:**

**SPECIALIZED TITLE SERVICES, INC.
ATTN: George C. Calloway, Esq.
gcalloway@specializedtitle.com
6133 Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328
T(770) 394-7000; F(770) 698-2028**

1. Effective Date: June 10, 2015 at 5:00 p.m.

2. Policy or Policies to be issued:

ALTA Owner's Policy with Georgia modifications (6/17/06)

Policy Amount: \$To be determined

Proposed Insured: To be determined

3. The estate or interest in the land described or referred to in this Commitment is:

Fee simple

4. Title to the insured estate or interest in the land is at the Effective Date hereof vested in:

May B. T. Hollis as Executrix of the Estate of Beverly Bailey Taylor, by virtue of Warranty Deed recorded in Deed Book 1112, Page 430, Records of Fulton County, Georgia; and Warranty Deed recorded in Deed Book 1398, Page 431, aforesaid Records, as to Tracts 1, 3 and 4

May B. T. Hollis as Executrix of the Estate of Beverly Bailey Taylor, as to an undivided 1/4 interest, Elliot Ray Taylor, Jr., as to an undivided 1/4 interest, Richard Coles Taylor, as to an undivided 1/4 interest, and The Piedmont-Morningside Company, by virtue of Warranty Deed recorded in Deed Book 4168, Page 527, aforesaid Records; Warranty Deed recorded in Deed Book 4174, Page 217, aforesaid Records; Warranty Deed recorded in Deed Book 4356, Page 171, aforesaid Records; Quitclaim Deed recorded in Deed Book 4458, Page 75, aforesaid Records; Quitclaim Deed recorded in Deed Book 6968, Page 494, aforesaid Records; and Quit Claim Deed recorded in Deed Book 15688, Page 29, aforesaid Records, as to an undivided 1/4 interest, as to Tract 2

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA COMMITMENT
SCHEDULE A (CONTINUED)**

Commitment No. 1500.0809(O)(R)

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

All that certain tract or parcel of land lying and being in Land Lot 56 of the 17th District, Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

SPECIALIZED TITLE SERVICES, INC.

By: _____

AUTHORIZED SIGNATORY

THIS IS A DRAFT DOCUMENT AND IS NOT A COMMITMENT TO INSURE. ANY COMMITMENT WHICH MAY BE ISSUED AND THE PRICING OF ANY SUBSEQUENT POLICY IS SUBJECT TO FINAL CORPORATE APPROVAL.

**FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA COMMITMENT
SCHEDULE B – SECTION 1**

Commitment No. 1500.0809(O)(R)

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

Executor's Deed from May B. T. Hollis as Executrix of the Estate of Beverly Bailey Taylor, Elliot Ray Taylor, Jr., Richard Coles Taylor, and The Piedmont-Morningside Company, to convey title to the subject property.

Said deed must be executed pursuant to proper corporate authority, and the Company must be furnished satisfactory documentary proof thereof.

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
5. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Standard Exceptions set forth on the inside cover of this Commitment:

- (a) As to Standard Exception Number 2: Satisfactory proof in affidavit form establishing who is in possession of the subject property.
- (b) ~~As to Standard Exception Numbers 5 and 6: A current and accurate survey and surveyors inspection report covering the subject property.~~
- (c) As to Standard Exception Number 3: Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, laborers and materialmen are paid in full.
- (d) As to Standard Exception Number 4: Receipt of satisfactory proof of payment of all taxes, charges, water bills, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of the subject property as of the effective date of insured instrument, stating that all taxes, charges, water bills, assessments, levied and assessed against subject property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.

Note: The company requires copies of the water bills for the last three billing cycles.

6. Unless this transaction involves only real estate containing one to four residential units as shown on a current plat of survey, the Company must be furnished with:

**FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA COMMITMENT
SCHEDULE B – SECTION 1 (CONTINUED)**

Commitment No. 1500.0809(O)(R)

- (a) satisfactory proof that the subject property is not “commercial real estate” as defined by O.C.G.A. § 44-14-601, or
- (b) satisfactory proof in affidavit form from both the seller and the buyer (or the borrower if there is no sale involved) (i) that no broker’s services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate and (ii) that no notice of lien for any such services has been received. In the event that said affidavit contains any qualification with respect to such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified broker, must be obtained.

Note: Where the possibility of a right to file a broker’s lien is determined and no lien waiver nor estoppel letter is furnished to the Company, an exception as follows will be taken in the final policy:

“Any broker’s lien, or right to a broker’s lien, imposed by law.”

- 7. [Intentionally deleted]
- 8. Payment, satisfaction, and cancellation of record of Deed to Secure Debt between the Estate of Beverly B. Taylor, Elliott Ray Taylor, Jr., and Richard Coles Taylor; and May B. T. Hollis, dated May 11, 2015, filed for record May 21, 2015 at 3:15 p.m., recorded in Deed Book 54941, Page 567, Records of Fulton County, Georgia.

AS A MATTER OF INFORMATION:

2014 property taxes were paid as follows:

- (a) State and County real property ad valorem taxes for Map Reference No. 17-0056-0012-004-5 (Tract 1) were paid December 15, 2014 in the amount of \$1,592.87;
- (b) City of Atlanta real property ad valorem taxes for Map Reference No. 17-0056-0012-004-5 (Tract 1) were paid December 15, 2014 in the amount of \$4,350.88;
- (c) City of Atlanta sanitary taxes for Map Reference No. 17-0056-0012-004-5 (Tract 1) were paid August 20, 2014 in the amount of \$270.10;
- (d) State and County real property ad valorem taxes for Map Reference No. 17-0056-0012-005-2 (Tract 2) were paid December 15, 2014 in the amount of \$1,958.26;
- (e) City of Atlanta real property ad valorem taxes for Map Reference No. 17-0056-0012-005-2 (Tract 2) were paid December 15, 2014 in the amount of \$5,348.90;
- (f) City of Atlanta sanitary taxes for Map Reference No. 17-0056-0012-005-2 (Tract 2) were paid August 20, 2014 in the amount of \$185.00;

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ALTA COMMITMENT
SCHEDULE B – SECTION 1 (CONTINUED)**

Commitment No. 1500.0809(O)(R)

- (g) State and County real property ad valorem taxes for Map Reference No. 17-0056-0012-006-0 (Tract 3) were paid December 15, 2014 in the amount of \$2,726.69;
- (h) City of Atlanta real property ad valorem taxes for Map Reference No. 17-0056-0012-006-0 (Tract 3) were paid December 15, 2014 in the amount of \$7,447.84; and
- (i) City of Atlanta sanitary taxes for Map Reference No. 17-0056-0012-006-0 (Tract 3) were paid August 20, 2014 in the amount of \$555.00.

Note: No taxes have been paid in reference to Tract 4.

**FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA COMMITMENT
SCHEDULE B – SECTION 2**

Commitment No. 1500.0809(O)(R)

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.

Standard Exceptions

2. Rights or claims of parties in possession not shown by the public records.
3. 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.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. ~~Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.~~
6. ~~Easements, or claims of easements, not shown by the public records.~~

Special Exceptions

7. All taxes for the year 2015 and subsequent years and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of re-adjustment, re-appraisal, re-assessment, appeal or other amendments to the tax records. **Exception is taken as to all past due and payable water and sewer bills.**
8. This policy of title insurance affords assurance as to the location of the boundary lines of the subject property, but does not insure the engineering calculations in computing the exact amount of acreage contained therein.
9. [Intentionally deleted]
10. Easement from Mrs. May G. Bailey to Southern Bell Telephone and Telegraph Company, dated December 17, 1936, filed for record December 22, 1936 at 3:39 p.m., recorded in Deed Book 1622, Page 472, Records of Fulton County, Georgia.
11. Agreement by and between J. E. Overstreet, and Mrs. M. G. Bailey, and Mrs. Jessie M. Liddell and Mrs. Ruth E. Johnson, dated March 17, 1939, filed for record March 22, 1939 at 9:24 a.m., recorded in Deed Book 1718, Page 393, aforesaid Records.

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ALTA COMMITMENT
SCHEDULE B – SECTION 2 (CONTINUED)**

Commitment No. 1500.0809(O)(R)

12. Agreement between Mrs. Jessie M. Liddell and Mrs. Ruth E. Johnson, B. J. Vaughn and Mrs. Mamie Rogers, L. Sachs and J. C. Overstreet, and Mrs. M. G. Bailey, dated February __, 1941, filed for record March 14, 1941 at 2:41 p.m., recorded in Deed Book 1802, Page 181, aforesaid Records.
13. Right-of-Way Easement from Mrs. May G. Bailey to Georgia Power Company, dated January 27, 1972, filed for record March 16, 1972 at 3:01 p.m., recorded in Deed Book 5550, Page 53, aforesaid Records.
14. Easement from Beverly Taylor to Georgia Power Company, dated February 18, 1987, filed for record April 24, 1987 at 9:13 a.m., recorded in Deed Book 10761, Page 222, aforesaid Records.
15. [Intentionally deleted]
16. All matters shown on ALTA/ACSM Land Title Survey for Smith Moore Leatherwood, LLP, and First American Title Insurance Company, prepared by Watts & Browning Engineers, Inc., bearing the seal and certification of Virgil T. Hammond, Georgia Registered Land Surveyor No. 2554, dated May 30, 2015, last revised June 14, 2015.

Note: A survey read will be completed upon receipt of a full size print.

17. Any security interest created at closing.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1

all that tract or parcel of land, lying and being in the City of Atlanta, in Land Lots 5-6 of the 17th District of Fulton County, Georgia, more particularly described as follows:

Beginning at a point on the Northeast side of North Boulevard, where the Southeast side of a twelve (12) foot alley (being the first alley on North Boulevard, Northwest of Piedmont Avenue) intersects the Northeast side of North Boulevard, and running thence Southeasterly along the Northeast side of North Boulevard seventy five (75) feet to the line of the property now leased by the Wofford Oil Company of Georgia; running thence Northeasterly along said property line seventy five and one tenth (75.1) feet; thence Southeasterly fifty and nine tenths (50.9) feet to the Northwest side of Piedmont Avenue; thence Northeasterly along the Northwest side of Piedmont Avenue seventy-five (75) feet; thence Northwesterly eighty five and seven tenths (85.7) feet to a corner formed by a change in course of the above mentioned alley; thence Southwesterly along the Southeast side of said alley one hundred twenty four (124) feet to the Northeast side of North Boulevard, at the point of beginning, being lots 2 and 3 of the A. M. Brockman property, as per plat of same by S. H. Fitzpatrick, C. E. May, 1927 a copy of which is on file in the office of Atlanta Title & Trust Company, Atlanta, Ga.

TRACT 2

All that tract or parcel of land lying and being in Land Lot 56, of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at a pipe set at the corner formed by the intersection of the Southeastern right of way line of a 12-foot alley with the Northeastern right of way line of Boulevard, NE, which intersection is located approximately 100 feet Northwesterly from the corner formed by the intersection of the Northeastern right of way line of Boulevard, NE, with the Northwestern right of way line of Piedmont Avenue; running thence Northeasterly 124 feet to a point, WHICH IS THE POINT OF BEGINNING; running thence Southeasterly 85.7 feet to a point on the Northwestern right of way line of Piedmont Avenue; thence Northeasterly along the Northwestern right of way line of Piedmont Avenue 50 feet; thence Northwesterly 85.6 feet; thence Southwesterly 50 feet to the point of beginning being improved property having a two-story brick building located thereon and being located at and known as No. 1582-84 Piedmont Avenue, NE, according to the present system of numbering houses in and around the City of Atlanta, Georgia, and being parcel #2 shown on a plat of a part of property for Mrs. A. H. Bailey made by J. W. Burpett, C. E., dated January 31, 1941.

TRACT 3

all that tract or parcel of land, lying and being in the City of Atlanta, in Land Lot 56 of the 17th, District of Fulton County, Georgia, being parts of Lots 30 and 31 as shown by original plat of the Liddell & Johnson property recorded in Plat Book 9, page 79, Fulton County records, and more particularly described as follows:

BEGINNING on the northwestern side of Piedmont Avenue at the northeast corner of the lot conveyed by grantors to A.H. Bailey by deed dated July 3rd, 1930, recorded in Deed Book 1340, page 66, Fulton County records, which said point is two hundred and thirty-six (236) feet, more or less, northeasterly from the northwestern corner of Piedmont Avenue and Boulevard, as now located, if projected to form an angle instead of a curve; and running thence northeasterly along and following the curve of Piedmont Avenue, seventy-three (73) feet, more or less, to a point directly opposite and three and six-tenths (3.6) feet to the east of an iron stake, which said iron stake is located at a point three and six-tenths (3.6) feet northwesterly from the western line of the present sidewalk along Piedmont Avenue and ninety-three (73) feet northeasterly in a straight line from the northeast corner of said Bailey lot; running thence northwesterly, parallel with the northern line of said Bailey lot, eighty-nine and two-tenths (89.2) feet to an alley; thence southwesterly along the southeastern side of said alley seventy-three (73) feet to the northwestern corner of said Bailey lot; thence southeasterly along the northern line of said Bailey lot eighty-five and six-tenths (85.6) feet, more or less, to Piedmont Avenue and the point of beginning; together with the full rights in and to said alley as a means of ingress and egress to and from said property. Said alley extends from Boulevard on the south to an unnamed street now laid out and to be opened approximately one hundred (100) feet north of the above described property and running from Piedmont Avenue; and grantors covenant that said alley shall be kept open for the use of the above and other lots abutting thereon.

TRACT 4

All that certain tract or parcel of land lying and being in Land Lot 56 of the 17th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the northeastern side of Boulevard at the southeastern line of said original alley (which was twelve (12) feet in width at said point), and running thence in a northeasterly direction, along the twelve (12) foot alley which is to be left open as hereinabove provided, one hundred sixty-three and two-tenths (163.2) feet, more or less, to an iron stake; thence across the northern terminus of said alley a distance of twelve (12) feet to the northeastern corner of the property now owned by B. J. Vaughn and Mrs. Mamie Rogers, parties of the second part; thence in a northwesterly direction, along the northern line of said Vaughn and Rogers property, sixteen (16) feet to an iron stake; thence in a more northerly direction sixty-seven and one-tenth (67.1) feet to an iron pipe at the southwestern corner of the property of "A." Sacks and J. C. Overstreet, parties of the third part (as hereinafter fixed); thence in an easterly direction, along the southern line of said Sacks and Overstreet property, fifty-one (51) feet to the northwestern corner of the property now owned by Mrs. M. G. Bailey, party of the fourth part; thence in a southwesterly direction, along the western line of said Bailey's property, one hundred and twenty-three (123) feet to a point; thence continuing along said Bailey's property in a more westerly direction one hundred and twenty-four (124) feet to Boulevard and the point of beginning.

Also being described as the following:

SURVEY DESCRIPTION OF PROPERTY
TRACT 3

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 56 OF THE 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE **POINT OF BEGINNING**, COMMENCE AT THE INTERSECTION FORMED BY THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE, F/K/A NORTH BOULEVARD (80' R/W) IF SAID RIGHTS-OF-WAY WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE AND PROCEED ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W) THE FOLLOWING COURSES AND DISTANCES: 1) NORTH 32°57'01" WEST, A DISTANCE OF 24.84 FEET TO A MAG NAIL PLACED AT THE END OF SAID CURVE; 2) THENCE NORTH 32°57'01" WEST, A DISTANCE OF 80.89 FEET TO AN IRON PIN FOUND (5/8" OPEN TOP PIPE) AND THE **POINT OF BEGINNING**;

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED, AND CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W), NORTH 33°03'54" WEST FOR A DISTANCE OF 75.01 FEET TO A MAG NAIL PLACED ON THE SOUTHEASTERLY MARGIN OF A 12 FOOT ALLEY; THENCE DEPARTING SAID ALLEY AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W) AND PROCEED NORTH 58°01'28" EAST FOR A DISTANCE OF 123.96 FEET TO AN IRON PIN PLACED (1/2" REBAR); THENCE SOUTH 62°28'53" EAST FOR A DISTANCE OF 85.70 FEET TO A BUILDING CORNER ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W); THENCE SOUTH 30°03'04" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) FOR A DISTANCE OF 74.98 FEET TO A BUILDING CORNER; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) AND PROCEED NORTH 61°42'39" WEST FOR A DISTANCE OF 50.90 FEET TO A POINT ON THE SIDE OF A BUILDING; THENCE SOUTH 50°14'52" WEST FOR A DISTANCE OF 75.27 FEET TO AN IRON PIN FOUND (5/8" OPEN TOP PIPE) ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W) AND THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 0.27338 OF AN ACRE, OR 11,908 SQUARE FEET.

SURVEY DESCRIPTION OF PROPERTY

TRACT 4

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 56 OF THE 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION FORMED BY THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE, F/K/A NORTH BOULEVARD (80' R/W) IF SAID RIGHTS-OF-WAY WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE AND PROCEED ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) THE FOLLOWING COURSES AND DISTANCES: 1) NORTH $30^{\circ}33'19''$ EAST FOR A DISTANCE OF 34.72 FEET TO A MAG NAIL PLACED AT THE END OF SAID CURVE; 2) THENCE NORTH $30^{\circ}33'19''$ EAST A DISTANCE OF 56.25 FEET TO A MAG NAIL PLACED; 3) THENCE NORTH $29^{\circ}08'46''$ EAST A DISTANCE OF 20.15 FEET TO A BUILDING CORNER; 4) THENCE NORTH $30^{\circ}03'04''$ EAST A DISTANCE OF 74.98 FEET TO A BUILDING CORNER AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, DEPART SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) AND PROCEED NORTH $62^{\circ}28'53''$ WEST FOR A DISTANCE OF 85.70 FEET TO AN IRON PIN PLACED (1/2" REBAR); THENCE NORTH $30^{\circ}02'23''$ EAST FOR A DISTANCE OF 49.95 FEET TO A MAG NAIL PLACED; THENCE SOUTH $62^{\circ}30'25''$ EAST FOR A DISTANCE OF 85.60 FEET TO A BUILDING CORNER ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W); THENCE SOUTH $29^{\circ}55'24''$ WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) FOR A DISTANCE OF 49.98 FEET TO A BUILDING CORNER AND THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.09816 ON AN ACRE, OR 4,276 SQUARE FEET.

SURVEY DESCRIPTION OF PROPERTY
TRACT 5

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 56 OF THE 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE **POINT OF BEGINNING**, COMMENCE AT THE INTERSECTION FORMED BY THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE, F/K/A NORTH BOULEVARD (80' R/W) IF SAID RIGHTS-OF-WAY WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE AND PROCEED ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) THE FOLLOWING COURSES AND DISTANCES: 1) NORTH $30^{\circ}33'19''$ EAST FOR A DISTANCE OF 34.72 FEET TO A MAG NAIL PLACED AT THE END OF SAID CURVE; 2) THENCE NORTH $30^{\circ}33'19''$ EAST A DISTANCE OF 56.25 FEET TO A MAG NAIL PLACED; 3) THENCE NORTH $29^{\circ}08'46''$ EAST A DISTANCE OF 20.15 FEET TO A BUILDING CORNER; 4) THENCE NORTH $30^{\circ}03'04''$ EAST A DISTANCE OF 74.98 FEET TO A BUILDING CORNER; 5) THENCE NORTH $29^{\circ}55'24''$ EAST A DISTANCE OF 49.88 FEET TO A BUILDING CORNER AND THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED, DEPART SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) AND PROCEED NORTH $62^{\circ}30'25''$ WEST, A DISTANCE OF 85.60 FEET TO A MAG NAIL PLACED; THENCE NORTH $24^{\circ}10'07''$ EAST FOR A DISTANCE OF 73.01 FEET TO A MAG NAIL PLACED; THENCE SOUTH $62^{\circ}31'48''$ EAST FOR A DISTANCE OF 89.16 FEET TO A MAG NAIL PLACED AT THE SEAM OF THE OLD SIDEWALK ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W); THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W), 72.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 864.20 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH $26^{\circ}57'49''$ WEST, 72.92 FEET TO A BUILDING CORNER AND THE **POINT OF BEGINNING**, SAID TRACT OR PARCEL CONTAINING 0.14710 OF AN ACRE, OR 6,408 SQUARE FEET.

SURVEY DESCRIPTION OF PROPERTY
TRACT 6

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 56 OF THE 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE **POINT OF BEGINNING**, COMMENCE AT THE INTERSECTION FORMED BY THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIEDMONT ROAD (VARIABLE R/W) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE, F/K/A NORTH BOULEVARD (80' R/W) IF SAID RIGHTS-OF-WAY WERE EXTENDED TO FORM AN ANGLE INSTEAD OF A CURVE AND PROCEED ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W) THE FOLLOWING COURSES AND DISTANCES: 1) NORTH 32°57'01" WEST, A DISTANCE OF 24.84 FEET TO A MAG NAIL PLACED AT THE END OF SAID CURVE; 2) THENCE NORTH 32°57'01" WEST, A DISTANCE OF 60.89 FEET TO AN IRON PIN FOUND (5/8" OPEN TOP PIPE); 3) THENCE NORTH 33°03'54" WEST FOR A DISTANCE OF 75.01 FEET TO A MAG NAIL PLACED ON THE SOUTHEASTERLY MARGIN OF A 12 FOOT ALLEY AND THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED, DEPART SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W) AND PROCEED NORTH 48°10'12" EAST ALONG THE SOUTHEASTERLY MARGIN OF SAID 12 FOOT ALLEY FOR A DISTANCE OF 160.87 FEET TO A MAG NAIL PLACED ON THE SOUTHEASTERLY TERMINUS OF SAID ALLEY; THENCE NORTH 28°47'52" WEST ALONG SAID TERMINUS FOR A DISTANCE OF 12.32 FEET TO AN IRON PIN FOUND (5/8" OPEN TOP PIPE) ON THE NORTHWESTERLY TERMINUS OF SAID ALLEY; THENCE DEPARTING SAID 12 FOOT ALLEY AND PROCEED NORTH 28°47'52" WEST FOR A DISTANCE OF 16.00 FEET TO AN IRON PIN PLACED (1/2" REBAR); THENCE NORTH 06°41'52" EAST FOR A DISTANCE OF 66.92 FEET TO AN IRON PIN FOUND (3/8" REBAR); THENCE SOUTH 63°23'00" EAST FOR A DISTANCE OF 51.48 FEET TO A MAG NAIL PLACED; THENCE SOUTH 24°10'07" WEST FOR A DISTANCE OF 73.01 FEET TO A MAG NAIL PLACED; THENCE SOUTH 30°02'23" WEST FOR A DISTANCE OF 49.95 FEET TO AN IRON PIN PLACED (1/2" REBAR); THENCE SOUTH 58°01'28" WEST FOR A DISTANCE OF 123.96 FEET TO A MAG NAIL PLACED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MONROE DRIVE (80' R/W) AND THE **POINT OF BEGINNING**.
SAID TRACT OR PARCEL CONTAINING 0.11045 OF AN ACRE, OR 4,811 SQUARE FEET.

As shown on ALTA/ACSM Land Title Survey for Smith Moore Leatherwood, LLP, and First American Title Insurance Company, prepared by Watts & Browning Engineers, Inc., bearing the seal and certification of Virgil T. Hammond, Georgia Registered Land Surveyor No. 2554, dated May 30, 2015, last revised June 14, 2015.



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I -- REQUIREMENTS	Insert
SCHEDULE B-II -- EXCEPTIONS	Insert

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.