

**Raskin & Gabowitz**Attorneys at Law  
as agent for:STEWART TITLE GUARANTY COMPANY  
ALTA Commitment for Title Insurance-1992  
(Issue Date: \*\*\*\*, 2008)**SCHEDULE A**

COMMITMENT NO.	EFFECTIVE DATE OF COMMITMENT
Purchaser to be Named	5/1/08
2845 Clearview Parkway, Doraville, GA 30340	

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*This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of the Company and its title insurance agent shall arise under and be governed by paragraph 3 of the conditions.*

PREPARED FOR: Lender Unknown

INQUIRIES SHOULD BE DIRECTED TO: Tara J. Gabowitz, Esq.  
RASKIN & GABOWITZ  
325 Hammond Drive  
Suite 114  
Atlanta, Georgia 30328  
(404) 255-8878

1. POLICY OR POLICIES TO BE ISSUED: AMOUNT:

ALTA LOAN POLICY (1992) \$TBD \*

\*Note: Pending disbursement of the full proceeds of the loan secured by the mortgage described herein, this Policy insures only to the extent of the amount actually disbursed, plus interest accrued thereon, but increases as disbursements are made in good faith and without knowledge of any defects in, or objections to the title up to the face amount of this Policy.

PROPOSED INSURED:

Lender Unknown it's successors and or assigns as their interests may appear

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Circle 10 Federal Credit Union by virtue of a Warranty Deed, dated 10/18/88, filed 11/7/88, and recorded in Deed Book 6285, Page 437, DeKalb County, Georgia Records.

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

See Exhibit "A" attached hereto.

**RASKIN & GABOWITZ**

By: \_\_\_\_\_

*Authorized Signatory*

*Daniel E. Raskin, Esq.*

*Tara J. Gabowitz, Esq.*

## EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 311 of the 18th District, DeKalb County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the point formed by the intersection of the right-of-way margin of Clearview Place (being a 60 foot right-of-way) and the southerly right-of-way margin of Clearview Parkway (being a 60 foot right-of-way); thence running south along said right-of-way margin of Clearview Parkway a distance of 284.26 feet to a one-half inch reinforcing bar found on said right-of-way margin, and being the TRUE POINT OF BEGINNING; thence running south 46 degrees 06 minutes 07 seconds east a distance of 192.74 feet to a one-half inch reinforcing bar set on said right-of-way margin; thence running south 44 degrees 52 minutes 52 seconds west a distance of 221.58 feet to a one-half inch reinforcing bar set; thence running north 88 degrees 33 minutes 14 seconds west a distance of 114.20 feet to a three-quarters inch open top pipe found; thence running north 84 degrees 57 minutes 43 seconds west a distance of 84.36 feet to a one-half inch reinforcing bar set; thence running north 04 degrees 10 minutes 29 seconds east a distance of 44.82 feet to a masonry nail set; thence running south 85 degrees 50 minutes 21 seconds east a distance of 20.00 feet to a masonry nail set; thence running north 04 degrees 09 minutes 20 seconds east a distance of 213.68 feet to a masonry nail set; thence running south 66 degrees 31 minutes 25 seconds east a distance of 2.18 feet to a nail found; thence running south 86 degrees 00 minutes 49 seconds east a distance of 21.04 feet to a nail found; thence running north 04 degrees 22 minutes 54 seconds east a distance of 33.52 feet to a one-half inch reinforcing bar found; thence running south 86 degrees 00 minutes 36 seconds east a distance of 101.41 feet to a one-half inch reinforcing bar found and the TRUE POINT OF BEGINNING, said parcel containing 1.631 acres; as shown on plat of survey for Circle 10 Federal Credit Union, prepared by Tri-County Land Surveying Boggus & Associates Engineers, dated July 26, 1988, and bearing the seal of A.A. Kattarhenry, G.R.L.S. No. 1692.

**COMMITMENT NO.****PART I, SCHEDULE B****Purchaser to be Named****2845 Clearview Parkway, Doraville, GA 30340** I:\Shared Documents\Tara\COMMITMENTS\2845clearview.mig.wpd**THE FOLLOWING ARE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record; to wit:

Warranty Deed or Limited Warranty Deed from Circle 10 Federal Credit Union to Purchaser to be Named, to convey title to the subject property.

DEED TO SECURE DEBT from Purchaser to be Named to Lender Unknown, to secure your loan.

2. Payment to or for the account of the mortgagor of the full consideration for the estate or interest to be insured.
3. Intentionally Deleted.
4. Intentionally Deleted.
5. The Company must be furnished proof in affidavit form as to who is in possession of the subject property and under what claim. Upon receipt of such proof, Item 2(a) of Part II, below, will be deleted or amended in accordance with the facts revealed thereby.
6. The Company must be furnished a current and accurate survey and surveyor's inspection report with respect to the subject property. Upon receipt of same, Items 2(b) and 2(c) of Part II, below, will be deleted or amended in accordance with facts shown thereby.
7. The Company must be furnished satisfactory proof in affidavit form that improvements and/or repairs or alterations to the subject property are completed; that contractor, subcontractors, laborers, and materialmen are all paid, and have released of record all liens or notices of intent to perfect a lien for labor and material; or receipt of proof satisfactory to the Company that no improvements or repairs were made to the subject property within 95 days preceding the filing for record of the instruments required in Item 1, above. Upon receipt of this proof, Item 2(d) of Part II, below, will be deleted or amended in accordance with the facts shown thereby.

**COMMITMENT NO.****PART I, SCHEDULE B****Purchaser to be Named****(CONTINUED)****2845 Clearview Parkway, Doraville, GA 30340** I:\Shared Documents\Tara\COMMITMENTS\2845clearview.mtg.wpd

8. Proof, satisfactory to the Company, that all taxes or special assessments affecting the subject property, including water bills, which are not shown as existing liens on the public records are paid in full at the time of closing. Upon receipt of such proof, Item 2(e) of Part II, below, will be deleted or amended in accordance with the facts shown thereby.
9. Unless this transaction involves only real estate containing one to four residential units as shown on a current plat of the survey, the Company must be furnished with:
- (a) satisfactory proof that the subject property is not "commercial real estate" as defined in 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 any 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."

10. The Company must be furnished with proof that Circle 10 Federal Credit Union is a Georgia corporation or a registered Georgia Bank or authorized to transact business in the State of Georgia and is in good standing with the Secretary of State for the State of Georgia.
11. The Company must be furnished with a copy of the Corporate Resolutions authorizing the Corporate officers, who will execute the required documents, to encumber, transfer or convey the captioned property.

**COMMITMENT NO.****PART II, SCHEDULE B****Purchaser to be Named****2845 Clearview Parkway, Doraville, GA 30340** I:\Shared Documents\Tara\COMMITMENTS\2845clearview.mtg.wpd

**II. 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. **Standard Exceptions:**
  - (a) **Rights or claims of parties in possession not shown by the public records.**
  - (b) **Easements, or claims of easements, not shown by the public records.**
  - (c) **Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.**
  - (d) **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.**
  - (e) **Taxes or special assessments which are not shown as existing liens by the public records.**
3. **Special Exceptions:**
  - (a) **All taxes for the year 2008 and subsequent years, not yet due or payable, and any additional taxes which result from a reassessment of the subject property.**
  - (b) **No insurance is afforded as to the exact amount of acreage contained in the subject property.**
  - (c) **Riparian rights incident to the premises.**
  - (d) **All easements, restrictions, and covenants affecting the captioned property recorded in the DeKalb County, Georgia Records as described in Exhibit "B".**
  - (e) **Slope and Fill Easement, filed 11/7/88 at 8:30 a.m., and recorded in Deed Book 6285, Page 455, DeKalb County Georgia Records.**

**EXHIBIT "B"****PERMITTED EXCEPTIONS**

1. Taxes for the year 1988, and subsequent years, not yet due and payable.
2. Applicable zoning law and regulations of the City of Doraville.
3. Utility easements to Georgia Power Company as follows:
  - (i) From M & M Investment Company dated September 25, 1968, recorded in Deed Book 2359, Page 348, DeKalb County, Georgia records;
  - (ii) From M & M Investment Company dated October 21, 1971, recorded in Deed Book 2764, Page 302, aforesaid records; and
  - (iii) From M & M Investment Company dated October 3, 1973, recorded in Deed Book 3096, Page 498, aforesaid records.
4. Nonexclusive rights of others under and by virtue of Driveway Easement declared by M & M Investment Co., Bernard Halpern (as then fee owner) and The Farmers and Mechanics Savings Bank of Minneapolis dated May 22, 1972, recorded in Deed Book 2820, Page 547, aforesaid records, as amended by Amendment to Easement dated June 22, 1972, recorded in Deed Book 2850, Page 206, aforesaid records.
5. Easements to Georgia Power Company for general utility purposes (none of which easements can be located in relation to subject property by information of record):
  - (i) From C. D. Jones, dated June 4, 1936, recorded in Deed Book 432, Page 458;
  - (ii) From C. D. Crnel (executed by C. D. Jones), dated June 4, 1936, recorded in Deed Book 443, Page 361;
  - (iii) From C. D. Jones, dated July 19, 1946, recorded in Deed Book 660, Page 282-a;
  - (iv) From C. D. Jones, dated August 13, 1946, recorded in Deed Book 660, Page 282-b;
  - (v) From C. D. Jones, dated June 3, 1950, recorded in Deed Book 816, Page 365; and
  - (vi) From Mr. and Mrs. C. D. Jones, dated October 3, 1952, recorded in Deed Book 943, Page 321-b; aforesaid records.

6. Rights generally in and to that portion of captioned property (if any) lying within the 60-foot strip conveyed by C. D. Jones to The City of Doraville by quitclaim deed dated January 22, 1953, recorded in Deed Book 946, Page 265, aforesaid records, and as shown on a plat of survey made by J. J. Duenas, Surveyor, dated February 19, 1965, as extending eastwardly onto captioned property, and as shown on the plat of survey made by Shirey, Nelson and Associates dated August 25, 1967 as "Clearview Avenue - not open".
7. Sanitary sewer easement from Bernard Halpern to DeKalb County, dated August 16, 1968, recorded in Deed Book 2131, Page 112, aforesaid records.
8. Rights of upper and lower riparian owners in and to the waters of creeks or streams crossing or adjoining subject property and the natural flow thereof, free from diminution or pollution.
9. Easement from Wesley U. Moran, Jr. and George L. McChesney to Georgia Power Company, dated March 31, 1970 and recorded in Deed Book 2524, Page 766, aforesaid records.
10. All matters as disclosed by plat recorded in Plat Book 55, Page 112, aforesaid records.
11. Easement from Bernard Halpern to Georgia Power Company, dated April 6, 1970, filed April 24, 1970 at 3:20 p.m. and recorded in Deed Book 2524, Page 767, aforesaid records.
12. Right-of-Way Easement from Bernard Halpern to Georgia Power Company, dated February 19, 1971, filed March 29, 1971 at 4:25 p.m. and recorded in Deed Book 2629, Page 306, aforesaid records.
13. Power of Attorney from North Park Venture appoints M&M Management, Inc., recorded in Deed Book 3831, Page 415, aforesaid records.
14. Right-of-Way Deed from North Park Venture, a Joint Venture composed of GSM Company N.V. and M & M Investment Company to DeKalb County, filed May 22, 1980, recorded in Deed Book 4271, Page 372, aforesaid records.
15. Easement for Right-of-way from North Park Venture, a Joint Venture composed of GSM Company N.V. and M & M Investment Company to Georgia Power Company, dated May 19, 1980, filed May 22, 1980, recorded in Deed Book 4271, Page 377, aforesaid records.

16. Easement Agreement for North Park Office Park dated September 1, 1988, recorded in Deed Book 6238, Page 309, aforesaid records, as amended by Amended and Restated Easement Agreement, dated as of September 1, 1988, to be recorded October 18, 1988.

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**NOTIFICATION OF ATTORNEY NON-LIABILITY**  
**FOR ISSUES OF:**  
**2845 Clearview Parkway, Doraville, GA 30340**  
**VALUATION**

The purpose of this Notice is to make it clear that this law firm/title agent has no knowledge of any issues concerning Appraised Value of the subject property. As a closing agent, Raskin & Gabowitz does not order appraisals, review appraisals, nor certify to any appraisal's validity. Raskin & Gabowitz relies solely on the lender, Lender Unknown, to satisfy itself with regard to such issues.