

## ENDORSEMENT

ISSUED BY

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

File Number: **T-68668**

Owner's Policy Number: **FA-33-584259**

**Purchaser/Owner: AmSouth Bank, an Alabama banking corporation**

Said Policy is hereby amended as follows:

**Item 3 under Schedule A of said Policy is amended to read:**

**AmSouth Bank, an Alabama banking corporation by virtue of a Warranty Deed from Johnny W. Sampson and Louise C. Sampson, husband and wife, dated November 19, 2004, filed on January 3, 2005, and recorded in Deed 607, Page 195, in the Office of the Judge of Probate, DeKalb County, Alabama.**

ALL OTHER ITEMS REMAIN UNCHANGED.


This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of **January 24, 2005** to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Dated **January 24, 2005**

**The Title Group, Incorporated**  
Agent

By:

  
Authorized Signatory

**OWNER'S POLICY**

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

**SCHEDULE A**

Agent's File No.: **T-68668**

POLICY NUMBER	DATE & TIME OF POLICY	AMOUNT OF INSURANCE
<b>FA-33-584259</b>	<b>January 3, 2005 at 01:02 pm</b>	<b>\$75,000.00</b>

1. NAME OF INSURED:

**AmSouth Bank, an Alabama banking corporation**

2. The estate or interest in the land insured herein is designated as:

**Fee Simple**

3. Title to the estate or interest in the land is vested in:

**AmSouth Bank, an Alabama banking corporation by virtue of a Warranty Deed from Johnny W. Sampson and Louise C. Sampson, husband and wife, dated November 9, 2004, filed on January 3, 2005, and recorded in Deed 607, Page 195, in the Office of the Judge of Probate, DeKalb County, Alabama.**

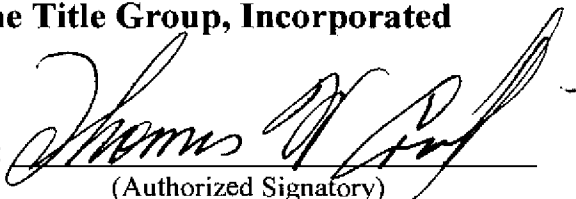
4. The land referred to in this policy is in the State of Alabama, County of DeKalb, and is described as follows:

**SEE ATTACHED SCHEDULE "C" FOR LEGAL DESCRIPTION**

Date: **January 19, 2005**

**The Title Group, Incorporated**

By:



(Authorized Signatory)

**OWNER'S POLICY**

**Issued By**

***FIRST AMERICAN TITLE INSURANCE COMPANY***

**SCHEDULE C**

**LEGAL DESCRIPTION**

Issuing Office File No.: **T-68668**

**POLICY NUMBER: FA-33-584259**

A parcel of land being a portion of Lots 20, 21 and 22 of Block C in the Davis Highlands Addition, Fort Payne, Alabama as recorded in the Probate Office of DeKalb County, Alabama, according to a deed recorded in Deed Book 376, Pages 27 and 28 in said Probate Office, said property being more particularly described as follows:

Commence at a 1/2" iron pipe found at the intersection of the accepted northwest right-of-way of Gault Avenue North and the accepted southwest right-of-way of 18th Street NW; thence, run South 34°18'12" West along the accepted northwest right-of-way of said Gault Avenue North (80-foot right-of-way) a distance of 166.94 feet to a rebar found at the POINT OF BEGINNING; thence, with a deflection angle left of 00°05'01", continue South 34°13'11" West along said accepted right-of-way a distance of 74.72 feet to a PK nail set as a property corner; thence, with an interior angle left of 90°08'47", depart said right-of-way and run North 55°55'36" West a distance of 114.49 feet to a PK nail set as a property corner; thence, with an interior angle left of 89°57'50", run North 34°06'34" East a distance of 49.95 feet to a rebar found; thence, with an interior angle left of 179°41'53", run North 34°24'41" East a distance of 24.83 feet to a rebar found; thence, with an interior angle left of 90°18'30", run South 55°53'49" East a distance of 114.51 feet to the POINT OF BEGINNING, thus forming an interior angle left of 89°53'00".

Situated in DeKalb County, Alabama.

## OWNER'S POLICY

Issued By

# ***FIRST AMERICAN TITLE INSURANCE COMPANY***

### SCHEDULE B PART I

Issuing Office File No.: **T-68668**

POLICY NUMBER: **FA-33-584259**

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. 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.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by public records.
7. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on, and under subject property.
8. General and special taxes or assessments for **2005** and subsequent years not yet due and payable.
9. Encroachment of wall over Northwesterly lot line, encroachment of concrete over Southwesterly lot line, as shown on Survey of Herndon, Hicks & Associates, Inc., dated April 8, 2004, revised October 4, 2004.
10. Gas line along Northwesterly and Southwest lot lines, as shown on Survey of Herndon, Hicks & Associates, Inc., dated April 8, 2004, revised October 4, 2004.

NOTE: Exceptions number 1, 2, 3, 4, 5, & 6 above are hereby deleted.

## ENDORSEMENT

CLTA 100.29 Affirmative Coverage on Minerals

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***FIRST AMERICAN TITLE INSURANCE COMPANY***

File Number: **T-68668 AmSouth Bank**

Owner's Policy Number: **FA-33-584259**

The Company insures the insured against loss which the insured shall sustain by reason of damage to existing improvements, including lawns, shrubbery or trees resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as an exception in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of **January 19, 2005** to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Dated: **January 19, 2005**

**The Title Group, Incorporated**

Agent

By:   
Authorized Signatory

## ENDORSEMENT

ALTA 9.1-Comprehensive- Owners

ISSUED BY

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

File Number: **T-68668 AmSouth Bank**

Owner's Policy Number: **FA-33-584259**

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - (a) Present violations on the land of any enforceable covenants, conditions or restrictions,
  - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
  - (c) Any encroachment onto the land of existing improvements located on adjoining land.
  - (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
  
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Whenever in this endorsement the words covenants, conditions or restrictions appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a), the words covenants, conditions or restrictions shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

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Dated: **January 19, 2005**

**The Title Group, Incorporated**

Agent

By: 

Authorized Signatory

## ENDORSEMENT

ISSUED BY

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

CLTA 103.7~Access

File Number: **T-68668 AmSouth Bank**

Owner's Policy Number: **FA-33-584259**

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as Gault Street North (U.S. Highway 11)

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

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**ENDORSEMENT**

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***FIRST AMERICAN TITLE INSURANCE COMPANY***

CLTA 116.1 ~ Survey

File Number: **T-68668 AmSouth Bank**

Owner's Policy Number: **FA-33-584259**

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to be the same as that delineated on the plat of a survey made by Herndon, Hicks & Associates, Inc. on April 8, 2004, last revised October 4, 2004, designated Job No. 0408-032.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

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Dated: **January 19, 2005**

**The Title Group, Incorporated**

Agent

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

Authorized Signatory



## ENDORSEMENT

ISSUED BY

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

FA 75~ Zoning

File Number: **T-68668 AmSouth Bank**

Owner's Policy Number: **FA-33-584259**

1. The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the failure, at Date of Policy:

(a) Of the land to be classified Zone C-3 (Highway Business District) according to applicable zoning ordinances and amendments thereto; or

(b) Of that classification to allow: Retail bank branch with drive-thru

There shall be no liability under this paragraph 1(b) if the use or uses are not allowed as a result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto mentioned above, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses.

2. The Company further insures the insured against loss or damage arising from a final decree of a court of competent jurisdiction

(b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:

(i) Area, width or depth of the land as a building site for the structure;

(ii) Floor space area of the structure;

(iii) Setback of the structure from the property lines of the land;

(iv) Height of the structure; or

(v) Number of parking spaces.

*-Continued-*

## ENDORSEMENT

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***FIRST AMERICAN TITLE INSURANCE COMPANY***

- continued -

File Number: **T-68668 AmSouth Bank**

Owner's Policy Number: **FA-33-584259**

3. There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto mentioned above until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

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Dated: **January 19, 2005**

**The Title Group, Incorporated**

Agent

By: 

Authorized Signatory



# *The First American Corporation*

## **FIRST AMERICAN TITLE INSURANCE COMPANY**

### **PRIVACY POLICY**

#### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.