



**LAWYERS TITLE INSURANCE CORPORATION
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. PRO-08-538W

1. Effective Date:

2. Policy or policies to be issued: Amount To Be Determined

- (a) ALTA Owner's Policy: (6-17-06)
- Advantage Residential Owner's Policy
- Advantage Express Residential Owner's Policy

Proposed Insured: To Be Determined

- (b) ALTA Loan Policy: (6-17-06)
- ALTA Short Form Residential Loan Policy: (6-17-06)
- Advantage Residential Loan Policy
- Advantage Express Loan Policy

Proposed Insured:

- (c) Other

Proposed Insured:

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Franklin Community Bank, N.A.

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

See Schedule A attached hereto and made a part hereof.

Property Address:

1064 La Casa Court, #E
Moneta, Virginia 24121

Countersigned:

**PROFESSIONAL TITLE ASSOCIATES
3130 CHAPARRAL DR., STE. B-100
ROANOKE, VA 24018**

Authorized Officer or Agent

LAWYERS TITLE INSURANCE CORPORATION
SCHEDULE B - SECTION 1
Requirements

File No. PRO-08-538W

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Duly authorized Deed from Substitute Trustee(s) vesting fee simple title in To Be Determined.
2. Certification by Trustee or Approved Attorney of the following:
 - a) That the foreclosure of the deed of trust recorded as Instrument No. 060005413, was conducted in accordance with the terms thereof and VA Code Sections 55-59 et seq.
 - b) That the Trustee complied with all applicable notice provisions.
 - c) That any Substitution of Trustee was executed by the current noteholder prior to any action taken by the Substitute Trustee and that said Substitution of Trustee has been or will be recorded in the land records prior to, or simultaneously therewith the Trustee's Deed.
 - d) That borrower(s) is/are not subject to the terms of the Servicemembers's Civil Relief Act.
 - e) That borrower(s) is/are not under the protection of the bankruptcy court; or in the even the borrower(s) does/do have an open bankruptcy case, receipt by the Company of an order of the bankruptcy court lifting the automatic stay and permitting foreclosure, or final order discharging the bankruptcy and terminating the proceeding. NOTE: Order lifting stay must be recorded with Trustee's Deed.

NOTE: In the event any of the above requirements are not satisfied, the following exceptions will appear on the final policy: 1) Deed of Trust recorded as Instrument No. 070005674 and 2) Deed of Trust recorded as Instrument No. 060015485.

3. Receipt of executed NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE-REDUCED TITLE PREMIUM NOTICE.
4. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."

Note: This Company may take other requirements and/or exceptions upon receipt and review of the above-listed documents.

Commitment – Schedule B Section 1

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

LAWYERS TITLE INSURANCE CORPORATION
SCHEDULE B – SECTION 2
Exceptions

File No. PRO-08-538W

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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.

1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the Virginia Condominium Act - Code of Virginia 1950 SEC.55-79.39 et seq. or set forth in the Declaration recorded as Instrument No. 050001027, Instrument No. 050001029, Instrument No. 20050001030, Instrument No. 050014031, Instrument No. 050016404, Instrument No. 050018750, Instrument No. 050020999, Instrument No. 05021000, Instrument No. 060002438, instrument No. 060002439, Instrument No. 060004648, Instrument No. 060004649, and Instrument No. 060004981, and amendments hereinafter recorded; in the related bylaws; in any instrument creating the estate or interest insured by this policy; and in any other allied instrument referred to in any of the instruments aforesaid.
3. Easements granted to Appalachian Power Company by the following:
 - a. Instruments dated June 22, 2004 recorded as Instrument No. 040011417.
 - b. Instrument dated June 28, 1946, recorded in Deed Book 216, page 335.
 - c. Instrument dated September 6, 1944, recorded in Deed Book 205, page 13.
4. Easement granted Chesapeake and Potomac Telephone Company of Virginia by instrument dated December 1, 1966, recorded in Deed Book 336, page 710.
5. Easement granted Chesapeake and Potomac Telephone Company of Virginia by instrument dated September 15, 1977, recorded in Deed Book 453, page 45.
6. Easement granted to L. B. Holyfield by instrument dated January 21, 1960, recorded in Deed Book 286, page 13.
7. Terms, provisions and easements as set out on the following:
 - a. Instrument to Appalachian Power Company dated April 1, 1960, recorded in Deed Book 287, page 320.
 - b. Instrument to Appalachian Power Company dated January 19, 1960, recorded in Deed Book 285, page 463.
 - c. Instrument to Appalachian Power Company dated November 3, 1959, recorded in Deed Book 284, page 41.
8. The following matters as shown on plat recorded in Plat Book 44, pages 177 and 178:
 - a. Dedication of 60 foot right of way called Bridgewater Bay Drive.
 - b. Public utility easement 10 feet in width along Bridgewater Bay Drive.

Commitment – Schedule B Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

LAWYERS TITLE INSURANCE CORPORATION
SCHEDULE B – SECTION 2
Exceptions - (continued)

- c. Variable slope easements along Bridgewater Bay Drive.
 - d. Two variable drainage easements along Bridgewater Bay Drive.
 - e. Overhead utility line crossing the property. (Also shown on plat recorded in Plat Book 27, page 333.)
9. The following matters as shown on plat recorded in Plat Book 45, pages 271 through 274:
- a. Private access and utility easement 28 feet in width along La Casa Court and Margarita Court.
 - b. Water line easement 10 feet in width along Bridgewater Bay Drive, La Casa Court and Margarita Court.
 - c. Private access and utility easement 30 feet in width along Bridgewater Bay Drive.
 - d. Variable width cart path and pedestrian easement.
10. Party wall rights.
11. Rights of others in and to the use and enjoyment of the appurtenant easement set out under Schedule A hereof.
12. Rights of others in and to the use of the common areas.
13. Rights of others in and to the use and enjoyment of Smith Mountain Lake and the waters thereof.
14. Rights of tenants or parties in possession.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

LAWYERS TITLE INSURANCE CORPORATION
Schedule A
Legal Description

File No. PRO-08-538W

Located in the County of Bedford, State of Virginia:

UNIT E, Building C-2, Phase 6, The Bridgewater Bay Condominium, as shown on that plat of survey prepared by Lumsden Associates, P.C., Engineers, Surveyors, Planners, entitled "Exhibit A Plat Showing Addition of Phase 6, Bridgewater Bay Condominium...", which is dated March 24, 2006, and which is recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia in Plat Book 47, pages 182-185, Instrument #060004650, reference being made thereto for a more complete and particular description of the property herein described.

TOGETHER WITH a non-exclusive easement for access over and across the common areas of the referenced development to and from the Condominium Unit herein conveyed to the Covered Boat Docks which are shown on the plat referenced above. This non-exclusive easement is made subject to the rights of others in and to the common areas and is further made subject to the terms and conditions set out in the Declaration of Condominium and amendments thereto.

TOGETHER WITH an exclusive easement for the use of that Covered Boat Dock designated as C-2E as shown on the aforesaid plat, subject, however, to the rights, regulations and conditions as set out by American Electric Power, its successors and assigns, that are now or later may be in effect, regarding the use of any and all real property located within the bounds of the Smith Mountain Hydroelectric Power Project.

Commitment – Schedule A

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached