This instrument prepared by: Aladdin Resources, Inc., 210 Athens Way, Nashville, Tennessee 37228.

SPECIAL WARRANTY DEED

BOOK 6804 PAGE 221

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tennessee Banker's Association, Inc.	Same	70-16-08
(NAME) Life & Casuality Tower 21st Floor	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37219	(STREET ADDRESS)	
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $312,500.00.

Subscribed and sworn before me, this the 14th day of March, 1986.

Notary Public

My Commission Expires: July 17, 1988

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by TENNESSEE BANKER'S ASSOCIATION, INC., a Tennessee corporation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, METROCENTER PROPERTIES, a Tennessee General Partnership, hereinafter called the GRANTOR, bargained and sold, and by these presents do transfer and convey unto TENNESSEE BANKER'S ASSOCIATION, INC., hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

A parcel of land known as Tract 7F, consisting of 1.25 acres, more or less, being more particularly described on a plat entitled "Resubdivision of Part of Block 'G,' Section No. 1 - Book 4675, Page 48, MetroCenter, Tract 7F," recorded February 19, 1975, Book 4885, Page 13 of the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being the same property conveyed to MetroCenter Properties, a Tennessee General Partnership, by instrument of record in Book 5548, page 110, Register's Office for Davidson County, Tennessee.

This conveyance is subject to Restrictive Covenants recorded in Book 4784, Page 659; Restrictive Covenants recorded in Book 4890, Page 363; Master Deed recorded in Book 5026, Page 783, as amended in Book 5035, Page 967; modification to Restrictive Covenants recorded in Book 5792, Page 787 Register's Office for Davidson County, Tennessee; subject to easements and restrictions of record; subject to easements and setback lines shown on Plat of Survey, recorded in Book 4885, Page 13, said Register's Office and those Special Covenants and Restrictions attached hereto and incorporated herein as Exhibit "A."

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE; its successors and assigns, forever, and we do covenant with the said GRANTEE

that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs, successors, assigns and representatives, to warrant and forever defend the title to the said land to said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the undersigned, MetroCenter Properties has caused this deed to be executed by its duly authorized representatives this 14th day of March, 1986.

METROCENTER PROPERTIES, a
Tennessee General Partnership

BY: Aladdin Resources, Inc.,
a Delaware corporation,
Managing General Partner

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: Michael W. Dodson
Michael W. Dodson
Senior Vice President and
Chief Financial Officer

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Anita Dean, a Notary Public in and for said County and State, personally appeared the within named Michael W. Dodson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be the Senior Vice President and Chief Financial Officer of ALADDIN RESOURCES, INC., a Delaware corporation, Managing general partner of METROCENTER PROPERTIES, a Tennessee general partnership, the within named bargainor, and that he, as such Senior Vice President and Chief Financial Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by the corporation by himself as the Senior Vice President and Chief Financial Officer.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 14th day of March, 1986.

Anita Dean
Notary Public

My Commission Expires: July 17, 1988

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between TENNESSEE BANKER'S ASSOCIATION, INC., a Tennessee corporation, ("BUYER") and METROCENTER PROPERTIES, a Tennessee General Partnership, ("MCP").

WHEREAS, MCP owns all that tract of land known as Tract 7F, more particularly described on a plat entitled "Resubdivision of Part of Block "G" Section No.1-Book 4675, Page 48, MetroCenter, Tract 7F", recorded in the Register's Office of Davidson County, Tennessee in Plat Book 4885, Page 13, on the 19th day of February 1975, (the "Property") as described in the deed from MCP to BUYER dated the 14th day of March, 1986

WHEREAS, as a part of the consideration for the conveyance of the Property by MCP to BUYER, MCP and BUYER agree to restrict the use of the Property by those certain covenants and restrictions hereinafter set forth.

NOW THEREFORE, for valuable consideration and the representations, covenants, obligations and warranties hereinafter set forth by Buyer and MCP, the parties hereto agree as follows:

A. BUYER hereby covenants, warrants and agrees for itself, its successors and assigns that the Property shall be used solely for:

1. An office building not to exceed 10,000 gross square feet and to be no less than 60% owner occupied. The exterior materials, roofing, color scheme and general appearance of the building shall be compatible with the criteria set forth by the Project Review Committee ("PRC") and with the existing buildings in the vicinity of the Property hereinabove described and shall be subject to the approval of the PRC hereinafter setforth.

2. These covenants and restrictions shall extend for a period of Twenty Five (25) years from the date hereof. No use other than the aforesaid use specified in Paragraph 1. above shall be made of the Property without the prior written approval of MCP. Such approval shall be in the sole unreviewable discretion of MCP. No other use shall be made of the property without the prior written approval of the PRC or any successor entity (or if there is no successor entity, then MCP, its successor or assigns). The said PRC, in determining whether to grant such approval shall take into account the necessity for and the suitability of the proposed use in the neighborhood, its effect on surrounding property, and the nature, quality, appearance and general compatibility of the structure proposed for such use to the character of MetroCenter. The failure to approve of one such use shall not bar further applications for other uses. In the event that such approval is obtained from the appropriate parties aforesaid, such party shall, at the expense of BUYER, its successors or assigns, record a written declaration thereof among the land records of Davidson County, Tennessee.

B. In the event of a breach of any of the special covenants or restrictions contained herein, MCP, or the PRC, as the case may be, shall have the right to injunctive relief and any other relief to which it may be entitled under law or equity including liquidated damages in the amount of Two Thousand Dollars ($2,000.00) per day for each day of a continuing violation. The benefits of the special covenants and restrictions contained herein shall inure solely to the benefit of and be enforceable solely by MCP or its successors or assigns during such Twenty Five (25) year period and thereafter, to or by the PRC or its successor.

C. The exterior materials, roofing, color scheme and general appearance of any building on the Property shall be subject to the approval of the PRC as constituted under the covenants and restrictions recorded in Deed Book 4784, Page 659; Deed Book 4890, Page 363; Deed Book 5026, Page 783; Deed Book 5035, Page 967; and Deed Book 5792, Page 787 in the Register's Office of Davidson County, Tennessee.

D. This Declaration of Special Covenants and Restrictions is intended to be complimentary to all covenants and restrictions herein before recorded among the land records of Davidson County which apply to the Property and to be solely for the benefit of MCP, its successors and assigns as herein set forth. In the event of any conflict between the provisions of any one or more or part of any one of these special covenants and restrictions with any other covenant, restriction, zoning or subdivision ordinance or regulation, the provisions of the special covenants and restrictions shall prevail.

E. BUYER covenants and agrees that it will become a member of an association or associations which may hereinafter be formed by MCP for the purpose of the maintenance and improvement of common (including public) planted/landscaped areas in MetroCenter. Such association shall be formed among the owners of property in MetroCenter for the purpose of serving the mutual interest of such property owners and the preservation of the safety and aesthetic appeal of MetroCenter and any such association shall be cooperatively financed by its members on a pro rata basis proportionate to the land area owned by each in MetroCenter and any such association shall be non-profit with no part of its net earnings inuring to the benefit of any private person.

The formation and operation of any such association shall not affect the rights of MCP and others as set forth in any recorded covenants and restrictions to enforce any covenant, restriction or lien against the Property.

This Declaration of Special Covenants and Restrictions shall run with and bind the land and shall be binding upon its successors and assigns.

This Agreement is entered into by the parties this 14th day of March, 1986.

METROCENTER PROPERTIES, a
Tennessee general partnership

BY: ALADDIN RESOURCES, INC., a
Delaware corporation
Managing General Partner

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: Michael W. Dodson
Michael W. Dodson
Senior Vice President and
Chief Financial Officer

(Corporate Seal)

TENNESSEE BANKER'S
ASSOCIATION, INC.

WITNESS: Timothy L. Hood

BY: [signature]

TITLE: Executive Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Anita Dean, a Notary Public in and for said County and State, the within named Michael W. Dodson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be the Senior Vice President and Chief Financial Officer of ALADDIN RESOURCES, INC., the Managing general partner of METROCENTER PROPERTIES, the within named bargainor, and that he, as as such Senior Vice President and Chief Financial Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President and Chief Financial Officer.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 14th day of March, 1986.

Anita Dean
Notary Public

ANITA DEAN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission expires:

July 17 1988

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Anita Dean, a Notary Public in and for said County and State, the within named Robert M. Gilliam, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Vice-Pres of Tennessee Bankers Assoc. Inc the within named bargainor and that he, as such Executive Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice Pres.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 14th day of March, 1986.

Anita Dean
Notary Public

ANITA DEAN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission expires:

July 17 1988

8 3 1 3 1

IDENTIFICATION REFERENCE

MAR 14 11 20 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

CHECK

03/14/86-00

313

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6804 PAGE 226

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

312500.00- CANT.
812.50 CSTAX
.50 PRFEE
15.00 MDEED
CHECK 828.00-
3163A03/14/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

83131

IDENTIFICATION REFERENCE

MAR 14 11 38 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 227472