Prepared by and return to:
Paul B. Billings
67 Madison
Suite 1200
Memphis, TN 38103

161-200

QUITCLAIM DEED

BOOK 7095 PAGE 896

THIS INDENTURE, entered into this 21st day of July, 1986, by and among the Federal Deposit Insurance Corporation, a corporation chartered under the laws of the United States of America, in its capacity as receiver for United Southern Bank of Nashville (formerly known as United American Bank of Nashville), Trustee (herein "Grantor"), Union Planters National Bank, a national banking association having trust powers and with offices in Nashville, Tennessee (herein "Grantee"), and First Kentucky Trust Company, Louisville, Kentucky, a banking institution having its principal office in Louisville, Kentucky (herein "Beneficiary"),

WITNESSES THAT

WHEREAS, Grantor has obtained legal title to the real property described herein through its appointment as receiver of the properties of United Southern Bank of Nashville (formerly known as United American Bank of Nashville), under Tennessee Code Annotated Section 45-2-802; and

WHEREAS, the equitable title to the aforementioned property is currently vested in the Beneficiary through that warranty deed of record in the Office of the Register, Davidson County, Tennessee, at Book 5656, Page 19; and

WHEREAS, the rights, powers and duties of the Grantor and the Beneficiary are as set forth in that Trust Agreement dated December 17, 1985 (attached hereto as Exhibit A), paragraph six of which specifically authorizes the transfer of legal title by the Grantor upon direction of the Beneficiary; and

WHEREAS, the Grantor, Grantee, and Beneficiary have agreed to the administration by the Grantee of the real property described herein in trust and upon the terms and conditions of the attached Trust Agreement dated December 17, 1985 (attached hereto as Exhibit A);

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor herein has conveyed and quitclaimed, and does hereby convey and quitclaim unto the Grantee, the following described real estate, situated and being in Davidson County, Tennessee:

> Being a tract of land in the First Civil District of Davidson County, Tennessee, located West of Nolensville Pike, South of Old Hickory Boulevard and more particularly described as follows:
>
> Being Lot number Six (6) as shown on the Plat of the Resubdivision of Reserve Parcel C-1 of Brentwood East Commercial Park as of record in Book 5200, page 213, Register's Office for Davidson County, Tennessee, more particularly described as follows:
>
> BEGINNING at a point in the Southern Margin of a 50 foot non-exclusive ingress egress and public utility easement, said point being an iron pin located, South 85 degrees, 02 minutes West, 275.00 feet from an iron pin located in the Western Margin of Nolensville Pike, being 349 feet from the Southwest Intersection of Old Hickory

Boulevard and Nolensville Pike; thence, leaving said 50 foot ingress egress easement and along with the western boundary of Reserve Parcel B-1 as shown on the Plat of the Resubdivision of Reserve Parcel "C-1" of Brentwood East Commercial Park as of record in Book 5200, Page 213, in the Register's Office for Davidson County, Tennessee, South 20 degrees, 58 minutes West, 209.54 feet to an iron pin located in the Northern Margin of a 150 foot Tennessee Valley Authority Easement; thence, with the T.V.A. easement, North 69 degrees 02 minutes West, 100.00 feet to an iron pin, said iron pin being the most southerly property corner of the Reserve Parcel "C-2" shown on the said plat of Brentwood East Commercial Park; thence, leaving said T.V.A. easement and along with the southeastern boundary of said Reserve Parcel "C-2", North 20 degrees, 58 minutes East, 214.50 feet to an iron pin in the southern margin of said 50 foot ingress egress easement also being a part of Reserve Parcel "C-2"; thence, with the 50 foot ingress egress easement, South 69 degrees, 02 minutes East, 97.58 feet to an iron pin; thence, continuing with the ingress egress easement, South 4 degrees, 58 minutes East, 5.52 feet to the point of beginning; containing .49 (21,344.4 Square Feet) more or less.

Being the same legal and equitable title, respectively conveyed to United American Bank of Nashville, Trustee and First Kentucky Trust Company, Louisville, Kentucky, by Warranty Deed from Porter Paint Company, a Kentucky Corporation by deed of record in the Office of the Register, Davidson County, Tennessee, at Book 5656, Page 19, and subject to an easement for ingress and egress reserved therein for the benefit of Porter Paint Company, its assigns and the lot owners of the Resubdivision of the Reserve Parcel C-1 of Brentwood East Commercial Park of record in Book 5200, Page 215 in said Register's Office, and subject to the leasehold interest of Porter Paint Company, a Kentucky corporation, as evidenced by that memorandum of lease of record with the Register of Davidson County, Tennessee, at Book 5715, page 401, the rights of Lessor under which are hereby transferred.

The Grantee joins herein to evidence its acceptance of the duties of Trustee with respect to the realty such as are described in the Trust Agreement dated December 17, 1985 (attached as Exhibit A). The Beneficiary joins herein to evidence its direction to the Grantor to make such transfer, in accordance with the attached Trust Agreement.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this the 21 day of July, 1986.

GRANTOR: FEDERAL DEPOSIT INSURANCE CORPORATION as receiver of the United Southern Bank of Nashville

By: Kenneth W. Stanley

GRANTEE: UNION PLANTERS NATIONAL BANK

By: Asst. Vice President

BENEFICIARY: FIRST KENTUCKY TRUST COMPANY

By: Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared KENNETH W. STANLEY, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a duly appointed Bank Liquidation Specialist In-Charge of FEDERAL DEPOSIT INSURANCE CORPORATION, the within named Grantor, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Bank Liquidation Specialist In-Charge.

WITNESS my hand and seal at office this 21st day of July, 1986.

Notary Public

My Commission Expires:
4-17-87

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Pamela W. Guthrie, with whom I am personally acquainted and who, upon oath, acknowledge himself to be a Vice President of UNION PLANTERS NATIONAL BANK, the within named Grantee, a national banking association, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said bank by himself as such officer.

WITNESS my hand and seal at office in Memphis, Shelby County, Tennessee, this 30th day of July, 1986.

Susan K. Adams
Notary Public

My Commission Expires:

NOTARY PUBLIC SHELBY

STATE OF KENTUCKY)
COUNTY OF JEFFERSON)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared G. Breaux Ballard, with whom I am personally acquainted and who, upon oath, acknowledge himself to be a Vice President of FIRST KENTUCKY TRUST COMPANY, the within named beneficiary, a banking association incorporated under the laws of the State of Kentucky, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said bank by himself as such officer.

WITNESS my hand and seal at office in Louisville, Jefferson County, Kentucky, this 30th day of July, 1986.

Bonnie J. Donahue
Notary Public

NOTARY PUBLIC

My Commission Expires:

5-7-88

Property Address	Mail Tax Bills to
15107 Old Hickory Boulevard Nashville, Tennessee	Union Planters National Bank P.O. Box 387 Memphis, Tennessee 38147 Attention: Pamela W. Guthrie Corporate Trust Department

I hereby swear or affirm that to the best of my knowledge, information and belief, there was no consideration for this transfer.

Kenneth W. Stanley

SUBSCRIBED AND SWORN to before me this 21st day of July, 1986.

Notary Public

My Commission Expires:

4-17-87

TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of the 17 day of December, 1985, by and between the FIRST KENTUCKY TRUST COMPANY (hereinafter called "Kentucky Trust"), a banking institution with trust powers having its principal office in Louisville, Kentucky, and Union Planters National Bank (hereinafter called "Union Planters"), a banking institution with trust powers having its principal office in Memphis, Tennessee.

W I T N E S S E T H:

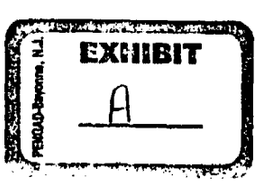
WHEREAS, Kentucky Trust is Trustee under agreements (and as amended) with Porter Paint Company dated January 1, 1976, and December 28, 1979, and that in the trust estate there is real property in Davidson and Madison Counties, Tennessee (hereinafter "the properties") to which it wishes Union Planters to take title, and

WHEREAS, Union Planters is willing to hold title to the properties for Kentucky Trust.

NOW, THEREFORE, Union Planters is willing to hold title to the properties for Kentucky Trust.

1. Contemporaneously herewith the properties will be conveyed to Union Planters as Trustee for Kentucky Trust by conveyance in the form attached hereto and made a part hereof to be held by Union Planters for the use and benefit of Kentucky Trust as Trustee of Porter Paint Company.

2. Rents derived from the properties will be paid directly to Kentucky Trust and evidence of compliance with other obligations by those in possession of the properties will be furnished directly to Kentucky Trust. Union Planters shall be under no obligation with respect to the collection of rent or the enforcement of any such obligations, except as provided in paragraph 5 hereof.



3. Union Planters will promptly transmit to Kentucky Trust all tax assessments and bills received by it and will promptly notify Kentucky Trust of any liens asserted against the properties, litigation with respect thereto or any other event or occurrence which might have a substantial adverse effect with respect to the properties, of which Union Planters receives notice.

4. Union Planters will turn over to Kentucky Trust, or such person as Kentucky Trust may direct, any proceeds of insurance maintained with respect to the properties, and will execute any drafts, releases or other instruments which Kentucky Trust may request in order to obtain payment of insurance proceeds.

5. From time to time if requested by Kentucky Trust, Union Planters will inspect the properties and will perform any and all other acts, whether similar or dissimilar to those set forth herein, which Kentucky Trust may reasonably request for the purpose of protection of the properties. Union Planters shall not, however, be required to initiate litigation or take any other action entailing the incurring of expenses by it, except upon assurance of reimbursement satisfactory to it.

6. Kentucky Trust agrees to indemnify Union Planters and hold it harmless from any loss, damage or expense (specifically including, but not limited to, court costs and attorney's fees and expenses) arising by reason of Union Planters' complying in good faith with the terms and conditions of this agreement excluding any cost or expense arising by reason of Union Planters' gross negligence, fraud, or willful misconduct. Union Planters is hereby relieved of all liability under this agreement save for fraud, gross negligence or willful misconduct. Union Planters may consult with, and obtain advice from, legal counsel in the event of any dispute or question as to the construction of any provision hereto or its duties

hereunder and shall incur no liability if it acts in good faith in accordance with the advice and instructions of said counsel.

7. Union Planters, if at any time so instructed by Kentucky Trust will convey or otherwise transfer the properties or any of them to a purchaser, another trustee or any such instruction. Upon transfer of all properties this agreement shall terminate and be of no further effect.

8. Union Planters shall be entitled to reasonable fees for its services hereunder.

9. Either party may terminate this agreement at any time, by giving the other party 60 days advance written notice.

10. Initial compensation of Union Planters for its services shall be as agreed by the parties annually payable in advance; provided, however, Union Planters shall reserve the right to annually review and renegotiate its fee on the basis of the actual services rendered by it.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day and year first above written.

UNION PLANTERS NATIONAL BANK

By: Pamela A. Britton

Ass't Vice President and
Corporate Trust Officer

FIRST KENTUCKY TRUST COMPANY

By: H Breaux Ballard III
Vice President

80088

IDENTIFICATION

JAN 5 2 50 PM '87

FILED FOR RECORD
DAVIDSON COUNTY, TN