FILE BOX 57

GENERAL WARRANTY DEED

BOOK 10908 PG 780

Address New Owner:
First American National Bank
C/O Lawler-Wood
P.O. Box 15200
Knoxville, TN 37901-5200

Send Tax Bills To:
Same

Map and Parcel No.:
Map: 97
Parcel: 85

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Mathews Partners, Inc.**, (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **First American National Bank** (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

Lot 10 as shown on the Final Plat for Jackson Downs Commercial of record in Book 9700, page 526, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Mathews Partners, Inc. by deed from Jackson Downs, L.P. of record in Book 10888, page 560, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

1. Taxes for 1998, a lien, not yet due and payable.

   If improvements are complete after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. Sec. 67-5-603 et seq.

2. Overhead line easement to Nashville electric Service of record in Book 5848, Page 105, Register's Office for Davidson County, Tennessee located on the Survey.

3. 20' sanitary sewer easement of record in Book 4819, page 866, Register's Office for Davidson County, Tennessee.

4. 20' utility easement of record in Book 10167, page 509, Register's Office for Davidson County, Tennessee.

5. Matters shown on the Plan of record in Book 9700, page 526, Register's Office for Davidson County, Tennessee, and on the Survey, however, this Policy insures the Insured that any enforcement of any rights with respect such matters shall not result in a forfeiture or reversion of title.

6. Terms and conditions of Operation and Easement Agreement by and among Dayton Hudson Corporation, a Minnesota corporation, Mathews Partners, Inc., a Tennessee corporation, Jackson Downs, L.P., a Georgia limited partnership, of record in Book 9857, Page 151, as amended of record in Book 10841, page 648 and Book 10908 page 723 Register's Office for Davidson County, Tennessee.

7. Terms and conditions of that certain Cross Access Easement Agreement by and among Jackson Downs, L.P., a Georgia limited partnership, Mathews Partners, Inc., a Tennessee corporation and Dayton Hudson Corporation, a Minnesota corporation, dated November 10, 1995 of record in Book 9857, page 116, Register's Office for Davidson County, Tennessee

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 the Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as set forth above.

And the Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this General Warranty Deed as of the 29th day of April, 1998.

MATHEWS PARTNERS, INC.

By: Randall L. Price
Its: Secretary

BOOK 10908 PG 782

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Randall L. Price, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary and authorized to execute this instrument on behalf of **Mathews Partners, Inc.**, the within named bargainor, and that he as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and official seal at office on this the 29th day of April, 1998.

KIM L. WILSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Kim L. Wilson
NOTARY PUBLIC

My Commission Expires:_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

My Commission Expires NOV. 25, 2000

The actual consideration or value, whichever is greater, for this transfer is $610,290.00.

Affiant

Subscribed and sworn to before me this 29th day of April, 1998.

KIM L. WILSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My commission expires:_____

My Commission Expires NOV. 25, 2000

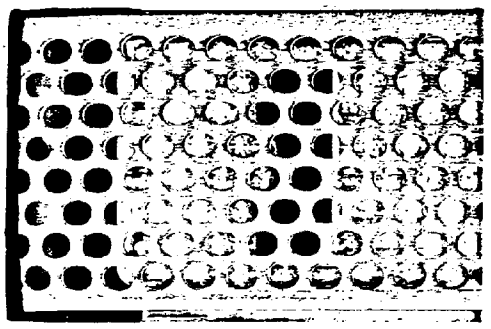
This instrument prepared by
Thomas C. Scott
TUNE, ENTREKIN & WHITE
21st Floor, First American Center
Nashville, Tennessee 37238-0091

rcmdir\firstamr.gwd

0729 04/30 0101 03CHECK 2271-07

98 APR 30 PM 1:54
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. ➔ REFERENCE
043736



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

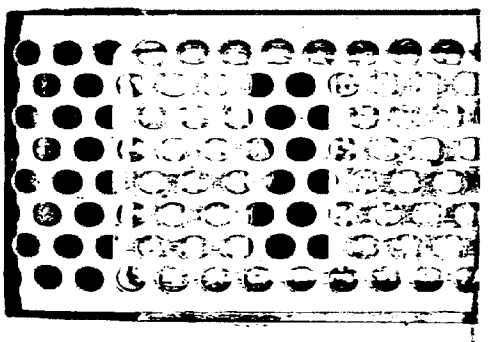
RECEIVED OF _____

FOR _____

BOOK 10908 PG 783

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



CAMT
610290.00
CON TX 2258.07
PRFEE 1.00
WDEED 12.00
TOTAL 2271.07
CHECK 2271.07

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 001 0729

04317.36
IDENTIF. ↑ REFERENCE

98 APR 30 PM 1:54
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No.1286814