THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	PROPERTY OWNER AND MAIL BILLS TO:	PROPERTY ADDRESS:	TAX PARCEL NOS.:
Kay K. Bains, Esq. Walston, Wells, Anderson & Bains, LLP P.O. Box 830642 Birmingham, Alabama 35283	Bruce E. Hammond Union Planters Bank, National Association 401 Union Street Nashville, Tennessee 37219	181 Belle Forest Circle Nashville, TN	142-0-255

LIMITED WARRANTY DEED

Instr:20000629006476B Page: 1 OF 5
REC'D FOR REC 06/29/2000 1:09:58PM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $5439.00

THIS LIMITED WARRANTY DEED is executed, made and entered into as of the day and year set forth below by **AMSOUTH BANCORPORATION** (the "Grantor"), in favor of **UNION PLANTERS BANK, NATIONAL ASSOCIATION**, a national banking association (the "Grantee");

PICK-UP

W I T N E S S E T H:

THAT, in consideration of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby irrevocably acknowledged, Grantor hereby conveys and transfers unto the Grantee and Grantee's successors and assigns, the property which is more particularly described as follows (the "Property"):

The subject property is legally described as follows:

> A tract of land located in the Second Civil District of Davidson County, Tennessee, being a part of Lot no. 1, on the plan of a Resubdivision of Lot 5, Section 3, Bellevue Center, of record in Book 5800, Page 169, and as amended in Book 8493, Page 153, Register's Office of Davidson County, Tennessee, and more particularly described according to a survey prepared by Turner Engineering Co., dated June 1, 1993, as follows:
>
> Beginning at an old iron pin on the northerly right-of-way of Belle Forest Circle, said pin being the common corner of Lots 1 and 2 on the plan of a Resubdivision of Lot 5, Section 3, Bellevue Center, and proceeding as follows: with the common line of Lots 1 and 2, North 1 deg. 52' East a distance of 289.0' to an old iron pin, and being the northwest corner of Lot 1 and the northeast corner of Lot 2 and the most westerly corner of James Vance property; thence, with James Vance's south line, South 38 deg. 51' 33" East a distance of 179.37' to an old iron pin in concrete; thence, continuing with Vance's south line, South 64 deg. 09' East a distance of 112.11' to a new PK nail in the westerly right-of-way of Old Hickory Boulevard; thence, with the westerly right-of-way of Old Hickory Boulevard South 29 deg. 41' 52"

West a distance of 12.44' to a new iron pin; thence, continuing with the westerly right-of-way of Old Hickory Boulevard, South 25 deg. 41' 37" West a distance of 93.5' to a new PK nail; thence, with a curve to the right in a southwesterly direction, having a radius of 50.0', a distance of 76.41' to a new iron pin in the northerly right-of-way of Belle Forest Circle; thence, with the northerly right-of-way of Belle Forest Circle in a westerly direction around a curve to the left, having a radius of 355.81', a distance of 115.29' to the point of beginning, containing 0.876 acres, more or less (38,180 square feet), as per survey by John W. Burke, Jr. of Turner Engineering Co., Inc., 4205 Hillsboro Road, Nashville, Tennessee, R.L.S. No. 87, dated June 1, 1993, revised August 18, 1993, and being Job No. 29-73, Work Order No. 6737.

TOGETHER with the following fixtures or personal property currently located on the Property, which fixtures and personal property are conveyed in AS-IS condition: the automatic teller machine, the vault, the night depository and the drive-through.

SUBJECT to zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the Property, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist).

SUBJECT to all encumbrances, easements, covenants, restrictions, consents or agreements of record or discoverable by inspection of the Property (if any such exist).

SUBJECT to any licenses, permits, authorizations or similar items in connection with the conduct of any activity upon the Property (if any such exist).

SUBJECT to real estate taxes for 2000 and subsequent years.

DERIVATION OF TITLE: Being the same property described in a deed conveyed from Victor T. Marshall, Trustee, as recorded in Book 9056, at page 943, and re-recorded in Book 9056, page 996, in the Register's Office of Davidson County, Tennessee. *Continuation on Page 3

The drafters of this deed, by virtue of its preparation, make no representations whatsoever regarding the status of title, encroachments, acreage, easements or other access, or the accuracy of the boundary calls for the real property described herein, this instrument being prepared solely from the directions, metes and bounds description and other information provided by the Grantor and the Grantee named in this deed.

TOGETHER WITH any and all rights, privileges, easements, improvements and appurtenances to the same belonging.

Grantee shall not use or permit the Property to be used by any person or entity for "retail banking purposes" (the "Use Restriction") from the date hereof through December 30, 2000 (the

"Restricted Period"). The term "retail banking purposes" shall include, without limitation, receiving deposits or making loans to the general public, whether done by a state bank, national bank, savings and loan association, credit union or other entity, whether by walk-up or drive-in teller facility or otherwise. In addition, during the Restricted Period: (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the Property that relates to a financial institution, including Grantee (the "Signage Restriction"), and (ii) there shall be no public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution, including Grantee, upon the Property (the "Advertising Restriction"). Notwithstanding anything to the contrary contained herein, the following activities performed after September 30, 2000, shall not be deemed a violation of the Signage Restriction or the Advertising Restriction: (1) a sign located within the Grantee's existing branch location (which is contemplated to be relocated to the Property), not visible from the outside, announcing the location (street address) of the Property as the new location, but not mentioning the Grantor's name, and (2) letters to federal and state regulators, and existing customers of the branch to be relocated, announcing the relocation. In the event of a violation of any of the aforesaid Restrictions, Grantor shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In addition, Grantor shall be entitled to recover from Grantee liquidated damages in the amount of $2,000.00 per day for any violation of the Use Restriction or Signage Restriction and $25,000.00 for each and every violation of the Advertising Restriction. The parties recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from a violation of these Restrictions. In the event of any litigation relating to the enforcement of these Restrictions, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.

TO HAVE AND TO HOLD the Property, along with all of the hereditaments, appurtenances, improvements (if any), buildings (if any) on the Property, and all other estates, easements and interests that appertain to or run with the Property, over to Grantee and Grantee's, successors and assigns, forever.

Grantee hereby takes any improvements, (if any) on the Property "as is," and Grantor is not liable or bound in manner by any verbal or written statements or representations regarding such improvements or the operations, condition, character or quality of any such improvements on the Property.

Grantor warrants and covenants with the Grantee that Grantor is lawfully seized and possessed of the Property, that Grantor has full power, authority and right to make this conveyance pursuant to this Limited Warranty Deed, that the title thereto is clear, free and unencumbered (except as expressly described and listed in this Limited Warranty Deed), and that Grantor shall forever warrant and defend said title against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

*Continuation of Derivation. Also being the same property described in a deed conveyed from Alabanc Properties, Inc. in favor of AmSouth Bancorporation as recorded in Instrument Number 20000629000247 67 in said Register's Office.

IN WITNESS WHEREOF, the Grantor has executed this Limited Warranty Deed on the 23rd day of June, 2000.

AMSOUTH BANCORPORATION

By Mary C. Suttles
Title: Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Mary Suttles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Vice President of AmSouth Bancorporation, the within named bargainor, a corporation, and that she as such 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 herself as such Vice President.

WITNESS my hand and seal at office, on this the 23 day of June, 2000.

Notary Public

My Commission Expires:
10/26/00

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The actual consideration or value, whichever is greater, for this transfer is $ 1,470,000.00

Mary C. Smith, V.P.
Affiant

Subscribed and sworn to before me
this 23 day of June, 2000.

Notary Public

My Commission Expires: 10/16/00

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