Instr:200008100079226 Page: 1 OF 5
REC'D FOR REC 08/10/2000 8:57:12AM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $259.00

THIS INSTRUMENT PREPARED BY:	PROPERTY OWNER AND MAIL BILLS TO:	PROPERTY ADDRESS:	TAX PARCEL NO.:
Dawn Helms Sharff, Esq. Walston, Wells, Anderson & Bains, LLP 505 20th Street North, Suite 500 Birmingham, AL 35203	B&B Land and Cattle, Inc. 1410 Stop Thirty Road Hendersonville, TN 37075	1100 Donelson Ave. Old Hickory, TN 37138	44-11 - 202

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is executed, made and entered into as of the day and year set forth below by **AMSOUTH BANK,** an Alabama state banking corporation, successor by merger to First American National Bank (the "Grantor"), in favor of **B&B LAND AND CATTLE, INC.**, a Tennessee corporation (the "Grantee").

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 personal representatives, heirs and assigns, the property which is more particularly described on Exhibit A attached hereto (the "Property"):

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.

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") for a period of 180 days from the date hereof (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"). 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. Notwithstanding anything herein to the contrary, the Signage Restriction shall not prohibit Grantee from erecting a sign, or allowing the erection of a sign, on the Property indicating the provision of construction financing by a financial institution to Grantee for construction on the Property.

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 heirs, 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 excepted above), 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.

IN WITNESS WHEREOF, the Grantor has executed this Limited Warranty Deed on the 7 day of August, 2000.

AMSOUTH BANK,
an Alabama state banking corporation

By _____
Its Senior Vice President

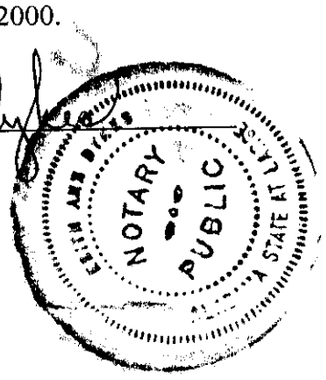
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared John McGowan, 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 of AmSouth Bank, the within named bargainor, a corporation, and that he as such Senior 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 such Senior Vice President.

WITNESS my hand and seal at office, on this the 7th day of August, 2000.

_____
Notary Public



My Commission Expires:

10/30/03

AFFIRMATION

The undersigned hereby swears or affirms that the actual consideration for this transfer or the value of the property, whichever is greater, is $70,000, which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale.

John McGowan

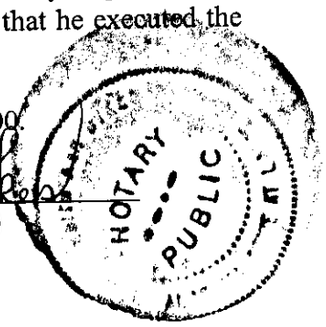
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, John McGowan, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 7th day of August, 2000.

Notary Public



My Commission Expires:

10/30/03

Exhibit A

[Legal Description]

Land in the 4th Civil District of Davidson County, Tennessee, being shown on the plan of Section "G", Village of Old Hickory, as of record in Book 1835, Page 88, Register's Office for said County, described according to a survey furnished Guaranty Title Company, revised March 1, 1966, as follows:

Beginning on the northerly margin of Donelson Street, said point being north 89 degrees 13 minutes west 568.5 feet from the northwest intersection of Donelson Street and Hadley Avenue; thence north 0 degrees 47 minutes east 181.23 feet; thence north 35 degrees 33 minutes west 53.80 feet to the beginning of a curve; thence around said curve having a radius of 25 feet northwesterly 39.3 feet; thence south 54 degrees 27 minutes west 115 feet to the beginning of a curve; thence around said curve having a radius of 10 feet southwesterly 15.7 feet to the easterly margin of Old Hickory Boulevard, thence south 35 degrees 33 minutes east 145.5 feet to the beginning of a curve; thence around said curve having a radius of 75 feet southeasterly 70.2 feet to the northerly margin of Donelson Street; thence with the same south 89 degrees 13 feet east to the beginning.

Being the same property conveyed to First American National Bank by deed of record in Book 4009, Page 111, Register's Office for Davidson County, Tennessee. First American National Bank, Nashville, having merged with and into AmSouth Bank, an Alabama banking corporation, by Certificate of Merger of record in Instrument No. 200001310010048, said Register's Office.