File Box 42

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 505 20th Street North, Suite 500 Birmingham, AL 35203	Solomon Development, LLC 4539 Trousdale Drive Nashville, Tennessee 37204	5404 Thoroughbred Land Brentwood, Tennessee	#170/4

Davidson County DEEDWARR
Recvd: 10/17/00 16:13 4pgs
Fees:19.00 Taxes:740.00



20001017-0103114

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 **SOLOMON DEVELOPMENT, LLC**, a Tennessee limited liability company (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 successors and assigns, the property which is more particularly described as follows:

LAND in Davidson County, Tennessee, being Lot No. 1, on the Plan of Maryland Farms East Park, as shown on plat of record in Plat Book 6250, page 1, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to First American National Bank, by Deed of Record in Book 7075, page 399, Register's Office for Davidson County, Tennessee (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 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.

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.

NOTWITHSTANDING the foregoing, 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 one hundred and eighty (180) days from the date set forth below (the "Restricted Period"). The term "retail banking purposes" shall include, without limitation, receiving deposits or making loans to the general public, whether done by 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 (except that the Grantee may market the Property to potential purchasers or tenants)(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. Upon the expiration of the Restricted Period, the foregoing restrictions shall automatically terminate so long as the Grantor has not filed a notice of non-termination in the Register's Office of Davidson County, Tennessee no later than the end of the Restricted Period.

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 16th day of October, 2000.

AMSOUTH BANK,
an Alabama state banking corporation

By: Paul S. Newman
Title: VP Properties

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, Edith Ann Dykes, a Notary Public in and for the State and County aforesaid, personally appeared Paul S. Newman, 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 VP of AmSouth Bank, the within named bargainor, a corporation, and that he as such VP, 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 VP.

WITNESS my hand and seal at office, on this the 13th day of October, 2000.

Edith Ann Dykes
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 30, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

AFFIRMATION

The undersigned hereby swears or affirms that the actual consideration for this transfer or the value of the property, whichever is greater, is $200,000.00.

TY H. OSMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jan Minshall, a Notary Public in and for said State and County, Ty H. Osman, 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 16th day of October, 2000.

Notary Public

My Commission Expires:

11-24-01