58-B

Davidson County DEEDWARR
Recvd: 01/17/01 15:10 5pgs
Fees:23.00 Taxes:1683.50
20010117-0005175

| THIS INSTRUMENT PREPARED BY: | PROPERTY OWNER AND MAIL BILLS TO: | PROPERTY ADDRESS: | TAX PARCEL NOS.: |
|---|---|---|---|
| Kay K. Bains, Esq.<br>Walston, Wells, Anderson & Bains, LLP<br>505 20th Street North, Suite 500<br>Birmingham, AL 35203<br>205-251-9600 | EyeCare Properties | 5323 MountainView Road<br>Antioch, Tennessee | 163-00-322 |

## 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 (the "Grantor"), in favor of **EYECARE PROPERTIES GENERAL PARTNERSHIP**, a Tennessee general partnership (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 grants, bargains, sells, conveys and transfers unto the Grantee and Grantee's successors 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 2001 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 one hundred eighty (180) years 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 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.

[signature appears on following page]

IN WITNESS WHEREOF, the Grantor has executed this Limited Warranty Deed on the 12th day of January, 2001.

**AMSOUTH BANK,**
an Alabama state banking corporation

By _____
Title: Sr VP

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, Shannon Barnhill, a Notary Public in and for the State and County aforesaid, personally appeared John H. McGowan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Sr. 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 12th day of January, 2001.

_____
Notary Public

My Commission Expires:

My Commission Expires 6/19/2004

**AFFIRMATION**

The undersigned hereby swears or affirms that the actual monetary consideration paid to the Grantor by the Grantee for this transfer is $455,000.

C. Gary Collins

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, David B. Gray, a Notary Public in and for said State and County, C. Gary Collins, 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 12th day of January, 2001.

David B. Gray
Notary Public

DAVID B. GRAY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires:

1/31/2004

## EXHIBIT A

Being a parcel of land in Nashville, First Civil District, Twenty-Ninth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Mount View Road, south of Bell Road, being Lot No. 2 as shown on the plan of Resubdivision of Section Two, Bell Forge Commercial Park as of record in Book 6900, page 90, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin in the easterly right-of-way line of Mount View Road, said pin being the southerly terminus of a curve return to the southerly right-of-way line of Bell Road;

THENCE, with said easterly right-of-way line S 53 degrees 50'44" E, 58.23 feet to a point;

THENCE, continuing with said line with a curve to the right 341.93 feet to the true point of beginning of the herein described parcel, said curve having a central angle of 32 degrees 01'17", a radius of 611.81 feet, a tangent of 175.56 feet, and a chord of S 37 degrees 50'06" E, 337.49 feet;

THENCE, leaving said right-of-way line with the common line between the herein described parcel and Lot No. 1 as shown on the aforementioned plan of Resubdivision the following calls: N 75 degrees 08'10" E, 82.98 feet to a point;

THENCE, with a curve to the right 23.56 feet to a point, said curve having a central angle of 90 degrees 00'00", a radius of 15.00 feet, a tangent of 15.00 feet and a chord of S 59 degrees 51'50" E, 21.21 feet;

THENCE, S 14 degrees 51'50" E, 140.00 feet to a point, S 75 degrees 08'10" W, 98.84 feet to a point in the easterly right-of-way line of Mount View Road;

THENCE, with said right-of-way line with a curve to the left 155.42 feet to the point of beginning, said curve having a central angle of 14 degrees 33'18" W, a radius of 611.81 feet, a tangent of 78.13 feet and a chord of N 14 degrees 32'48" W, 155.00 feet.

CONTAINING 14,695 square feet or 0.34 acres, more or less.

Being the same property conveyed to AmSouth Bank of Tennessee by Special Warranty Deed from Educators Credit Union of record in Book 8765, page 533, Register's Office for Davidson County, Tennessee.

FOR INFORMATION PURPOSES ONLY
PROPERTY ADDRESS: 5323 Mt. View Road, Antioch, TN