DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NAME: INSOUTH Bank
ADDRESS: 111 S. Washington
ATTN: Phil Clinton
CITY: Brownsville
STATE: Tennessee
Zip: 38012

THIS DOCUMENT PREPARED BY:
Clint Shouse
Thompson & Knight
1700 Pacific Avenue, Ste. 3300
Dallas, TX 75201

MAIL TAX STATEMENTS TO:

NAME: INSOUTH Bank
ADDRESS: 111 S. Washington
ATTN: Phil Clinton
CITY: Brownsville
STATE: Tennessee
Zip: 38012

Davidson County DEEDWARR
Recvd: 02/02/01 15:58 5pgs
Fees:23.00 Taxes:22200.00
20010202-0010632

Part of 163 parcel 229

DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BNP LEASING CORPORATION, a Delaware corporation ("BNPLC"), hereby grants to INSOUTH BANK, a Tennessee chartered bank ("Grantee") all of BNPLC's interest in the land situated in Nashville, Tennessee, described on Annex A attached hereto and hereby made a part hereof, together with the improvements currently located on such land and together with any other right, title and interest of BNPLC in and to such land and any easements, rights-of-way, privileges and other rights appurtenant to such land; provided, however, that this grant is subject to the Permitted Encumbrances described on Annex B. Grantee hereby assumes the obligations (including any personal obligations) of BNPLC, if any, created by or under, and agrees to be bound by the terms and conditions of, the Permitted Encumbrances.

TO HAVE AND TO HOLD the herein described property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind Grantor and Grantor's successors to warrant and forever defend all and singular the said leasehold estate unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise; subject, however, to the Permitted Encumbrances described on Annex B. Except as expressly set forth in the preceding sentence, Grantor makes no warranty of title, express or implied.

BNP LEASING CORPORATION

Date: As of January 2, 2001

By: _____
Lloyd G. Cox, Managing Director

Attest: _____
Its: Vice President

INSOUTH BANK

Date: As of January 2, 2001

By: _____
Phil Clinton, Vice Chairman

Attest: _____
Jo Taylor, Controller

STATE OF Tennessee)
COUNTY OF Haywood)

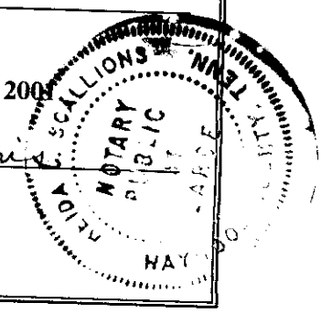
The actual consideration for this transfer or value of the property transferred, whichever is greater, is $6,000,000.00.

Phil Clinton
AFFIANT

Subscribed and sworn to before me, this 24 **day of January, 2001.**

Linda Scallions
NOTARY PUBLIC

My Commission Expires: 5-22-01



STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

On January 5, 2001 before me, Kathryn Hackett, personally appeared Lloyd Cox and Henry Setina, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

KATHRYN HACKETT
MY COMMISSION EXPIRES
June 16, 2003

Signature Kathryn Hackett

STATE OF Tennessee)
) SS
COUNTY OF Haywood)

On January 10, 2001 before me, Reida Scallions, personally appeared Phil Clinton and Jo Taylor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

HAYWOOD

Signature Reida Scallions
up 5-22-01

Annex A

LEGAL DESCRIPTION

All that certain real property situated in the County of Davidson, City of Nashville, State of Tennessee, described as follows:

Being Parcel 1 of as shown on the Plan of the Resubdivision of Lot "L" of the First Revision, Section Thirteen, Hickory Hollow Mall of record in Plat Book 8250, page 849, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed to BNP Leasing Corporation, a Delaware Corporation, by Deed of Record in Book 11126, page 817, Register's Office for Davidson County, Tennessee.

Annex B

Permitted Encumbrances

This conveyance is subject to all encumbrances not constituting a "Lien Removable by BNPLC" (as defined in the List of Defined Terms attached to the Lease Agreement referenced in item #1 of the list below), including the following matters to the extent the same are still valid and in force:

Lease Agreement dated August 10, 1998, by and between BNP Leasing Corporation, as lessor, and INSOUTH Bank, as lessee.

TAXES for the fiscal year 2001, a lien not yet due or payable.

Memorandum of Agreement between Columbia Gulf Transmission Company and Randall's International, Inc. in Book 7886, page 594.

Storm Water Detention Agreement of record in Book 7547, page 619.

Easement(s) to Gulf Inerestate Gas, as set forth in instrument recorded in Book 2203, page 577, modified in Book 5118, page 792.

Easement(s) to Pipeline Company, as set forth in instrument recorded in Book 2875, page 299, modified in Book 5118, page 797.

All matters shown on Plat recorded in Book 8250, page 849.

Reciprocal Easement Agreement between Stephen G. Sanders and Partners-SATH, L.L.C., as set forth in instrument dated September 9, 1998 and recorded in Book 11115, Page 393.

Easement Agreement between Stephen G. Sanders and Partners-SATH, L.L.C., as set forth in instrument dated September 9, 1998 and recorded in Book 11115, Page 401.