This instrument prepared by:
Chicago Title Insurance Company
414 Union Street, Suite 1800
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 10/08/02 15:00 3pgs
Fees:18.00 Taxes:1782.02
20021008-0122826

WARRANTY DEED

Address of New Owners:
AmSouth Bank
P.O. Box 11007
Birmingham, AL 35288
Attn: Properties Department

Send Tax Bills to:
SAME

Map No. 163
Part of Parcel No. 282

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **Shelter Mutual Insurance Company, a Missouri Corporation**, Grantor, has this day bargained and sold, and does hereby transfer and convey unto **AmSouth Bank, an Alabama banking corporation** , Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

See Exhibit A attached hereto.

STATE OF Tennessee
COUNTY OF Davidson
transfer is $ 481,626.90.
Subscribed and sworn to before me this the 4th
day of October
Affiant

The actual consideration or value, whichever is greater, for this

My commission expires:
(Affix Seal)

JENNIFER CHANDLER-COLE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Jennifer Chandler Cole
Notary Public

My Commission Expires November 29, 2003

However, Grantor hereby retains (1) a permanent and perpetual easement for water pipeline purposes, and (2) a permanent and perpetual easement for sanitary sewer purposes, both crossing the land being herein conveyed, and both in the locations where said lines currently exist, as shown on the survey of said land prepared by Robert M. Searson, RLS No. 1666, Littlejohn Engineering Associates, Inc., dated November 1, 2001, last revised December 20, 2001, as file no. 21165. Said easements shall run with the land and shall bind and shall inure to the benefit of the successors and assigns of the Grantor and Grantee. However, in the event that the Grantor and Grantee, or their respective successors and assigns, agree to move either or both of said lines, the easements shall be deemed to shift to the actual new locations of said lines, and the easements in the former locations shall be deemed to terminate upon completion of the movement of said lines.

This is unimproved property, known as a portion of 5216 Hickory Hollow Parkway, Antioch, TN,

37013.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those encumbrances of record in the Register's Office for Davidson County, Tennessee.

Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand as of the 3rd day of October, 2002, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

SHELTER MUTUAL INSURANCE COMPANY,
a Missouri corporation

By: _____
Name: Donald H. Northway
Its: Vice President

STATE OF Missouri
COUNTY OF Boone

Before me, Lori Wells, a Notary Public of the State and County aforesaid, personally appeared Donald H. Northway, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Shelter Mutual Insurance Company, a Missouri corporation, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself, as Vice President.

Witness my hand and official seal at Columbia, this 3rd day of October, 2002.

_____
Notary Public

My Commission Expires: June 21, 2003

LORI WELLS
Notary Public - Notary Seal
STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. JUNE 21,2003

EXHIBIT A

Being a tract of land in Davidson County, lying in the 28th Councilmanic District of Nashville, Tennessee, being a portion of a tract known as Lot D-2 of Hickory Hollow Mall in Plat Book 5190, Page 630, Registers Office Davidson County (RODC). Bounded on the north by a portion of Tax Map 163, Parcel 282, also being known as Lot D-2 of the previously mentioned recorded plat; on the east by Lot 1 of Hickory Hollow Mall, Section 1, as recorded in Plat Book 5050, Page 25 RODC, on the south by Sue B. Thomlinson as recorded in Deed Book 9758, Page 935 RODC, on the west by C.F. Gaulden as recorded in Deed Book 2795, Page 245 RODC, said tract being described as follows:

POINT OF COMMENCEMENT being a point lying on a southern property line of Wimsatt-Hickory Trace as recorded in Plat of Instrument 200001040000790 RODC, being the southeast corner of said tract, also being the southwest corner of Lot D-2 of Hickory Hollow Mall as recorded in the above mentioned Plat Book 5190, Page 630; thence with the common line of Wimsatt-Hickory Trace and Lot D-2 South 46 °02'43" East 101.61 feet to a point; thence with a curve to the left (see curve table) having a radius of 136.28 feet, an arc length of 149.17 feet, a central angle of 62°42'54", a chord bearing and distance of South 77°24'06" East 141.83 feet to a point; thence with another curve to the left (see curve table) having a radius of 360.00 feet, an arc length of 170.72 feet, a central angle of 27 °10'15", a chord bearing and distance of South 30 ° 07'36" East 169.12 feet to the TRUE POINT OF BEGINNING being a set point; thence continuing with a curve to the left (see curve table) having a radius of 360.00 feet, an arc length of 34.00 feet, a central angle of 5 °24'43", a chord bearing and distance of South 46 °25'06" East 33.99 feet to a set point; thence South 49 °07'31" East 91.74 feet to a set point; thence South 4 ° 20'40" East 35.23 feet to a found iron rod; thence South 40 °52'29" West 54.92 feet to a found iron rod; thence with a curve to the left (see curve table) having a radius of 220.00 feet, an arc length of 131.16 feet, a central angle of 34 °09'28", a chord bearing and distance of South 23 ° 47'45" West 129.22 feet to a set point, also being the southeast corner of the proposed tract being described; thence North 83°49'08" West 46.79 feet to a found axle; thence North 58°18'37" West 200.00 feet to a set point; thence North 31 °41'23" East 141.27 feet to a set point; thence North 70 °15'34" East 142.26 feet to the true point of beginning.

Containing 50485 square feet or 1.16 acres.

Being part of the property conveyed to Shelter Mutual Insurance Company, a Missouri corporation, by deed from Intereal Company, a Tennessee corporation, and Hickory Hollow Mall, Inc., a Georgia corporation, a joint venture doing business as Hickory Hollow Associates, of record in Book 5951, page 30, Register's Office for Davidson County, Tennessee.

Together with appurtenant easement rights contained in the following instruments: 1) Deed of Declaration, of record in Book 5091, page 533, as amended in Book 5249, page 450, and Book 5318, page 762; 2) Restated and Amended Declaration of Protective Covenants for Hickory Hollow, of record in Book 5441, page 968, as amended in Book 5951, page 26, and Book 6011, page 163; and 3) Permanent Access Easement, of record in Book 5951, page 14, all in said Register's Office.