This instrument was prepared by **R. Mitchell Ross** of the law firm of Rudolph, Ross, Fendley & Hogan, 107 North Third Street, Post Office Box 925, Clarksville, Tennessee 37041-0925.

MAIL TAX STATEMENTS TO:

Old National Bank, N.A.
One Main Street
P. O. Box 718
Evansville, IN 47705-0718
Attn: Robert Reasor

OWNER AND PROPERTY ADDRESS:

ONB Realty V, LLC
One Main Street
P. O. Box 718
Evansville, IN 47705-0718
Attn: Jeffrey Knight

MUKHERJI INVESTMENT GROUP, LLC

TO: QUIT CLAIM DEED

ONB REALTY V, LLC

THIS INDENTURE made and entered into on this 20th day of December 2004, by and between MUKHERJI INVESTMENT GROUP, LLC, a Tennessee Limited Liability Company ("Grantor") of Davidson County, state of Tennessee, and ONB REALTY V, LLC, an Indiana limited liability company ("Grantee") and an affiliate of Old National Bank ("Old National"):

WITNESSETH: That the Grantor for an in consideration of the sum of One Dollar ($1.00) in hand paid and the partial satisfaction, as provided, below of the Deed Of Trust indebtedness herein described, does hereby convey and quit-claim to the said Grantee, its successors and assigns forever, the following described real estate, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining located on the real estate situated in the 31st Councilmanic District of Davidson County, Tennessee ("Real Estate"), to wit:

> **BEING LOT NOS. 1 AND 2 ON THE PLAN OF JH BURNS TRACT** as of record in Book 4350, Page 191, Register's Office for Davidson County, Tennessee and being further described as follows:
>
> **BEGINNING** at a point in the Westerly right of way of Edmondson Pike, Being the Northeasterly corner of W. E. Campbell (BK 10480, Page 545, Register's Office for Davidson County, Tennessee), and being the southeasterly corner of the herein described Property, thence North 66 degrees 56 minutes 03 seconds West 744.37 feet to an existing iron pin; thence North 2 degrees 47 minutes 41 seconds East 184.00 feet to an existing iron pin; thence South 70 degrees 27 minutes 01 second East 748.08 feet to an existing iron pin; thence South 7 degrees 29 minutes 08 seconds West 114.56 feet to an existing iron pin; thence South 7 degrees 29 minutes 08 seconds West 74.40 feet to an existing iron pin; thence a curve to the left 38.00 feet, said curve having a central angle of 1 degree 31 minutes 59 seconds, a radius of 1,420.16 feet, and a chord bearing of South 6 degrees 43 minutes 09 seconds West 38.00 feet to an iron pin and the point of beginning, containing 147,167 square feet or 3.38 acres, more or less, according to survey of Benny M. Cantrell, TRLS # 1638, P. O. Box 293192, Nashville, TN 37229, dated February 10, 2003. This legal description is taken from the previous deed of record.
>
> This being real estate conveyed to **Grantor** by deed of record as instrument No. 20030311-0032417, Register's Office for Davidson County, Tennessee. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Davidson County, Tennessee is 161-00-0-031.00.

~~**TO HAVE AND TO HOLD** said real estate together with any and all improvements thereon unto Grantee, Grantee's successors and assigns forever.~~

Davidson County DEEDQC
Recvd: 12/21/04 09:59 3pgs
Fees:17.00 Taxes:0.00

20041221-0151453

SUBJECT to the deed of trust in favor of Old National securing indebtedness of the Grantor of record in the Register of Deeds Office for Davidson County, Tennessee, as Instrument Number 20030311-0032418; SUBJECT to the terms, matters and conditions as shown on the plan of record in Book 4350, Page 191, and Instrument No. 20001122-0115307; SUBJECT to Storm Water Detention Agreement of record as Instrument No. 20000830-0085635; SUBJECT to an easement to the United States Of America for T.V.A. power line easement of record in Book 1149, Page 569, and Book 1163, Page 96 and Book 2440, Page 376 and Book 2448, Page 622, all in the Register's Office for Davidson County, Tennessee; SUBJECT to an agreement for dedication of easement for Sanitary Sewers and/or Storm Drainage of record in Book 6218, Page 65, Register's Office for Davidson County, Tennessee; SUBJECT to an easement for the flow of the waters of the Seven Mile Creek and the rights of the public therein and rights of upper and lower riparian owners to the water of any creeks, streams or rivers flowing through the subject property, free from diminution or pollution,

POSSESSION will be given upon deliver of this deed.

It is expressly intended by Grantor, Grantee and Old National that the delivery and recording of this deed shall not extinguish or release the deed of trust in favor of Old National or the debts secured by the mortgage liens nor shall this conveyance merge the deed of trust into the fee simple interest conveyed hereby, until such time as Old National releases the deed of trust or otherwise records an instrument stating that such merger has occurred or states the ultimate resolve of the deed of trust. Until such time, the Real Estate shall continue to be subject to the deed of trust , and the deed of trust shall continue in full force and effect and shall permit Old National to foreclose against the Real Estate to extinguish any interest which may be outstanding at the time of recording of this deed. In no event shall the recording of this deed result in such extinguishment of the deed of trust nor the matters secured thereby which might serve to promote the priority of any subordinate interest which may be outstanding at the time of such vesting of title.

Grantor warrants only that this deed is an absolute conveyance of title free of any right or equity of redemption, in fact as well as form, and is not intended as a mortgage, deed of trust, trust conveyance, or security of any kind.

The undersigned person executing this Deed on behalf of Grantor represent and certify that he is a duly elected officer of Grantor and have been fully empowered to execute and deliver this Deed; that Grantor has full corporate capacity to convey the Real Estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the undersigned on behalf of Grantor has hereunder set his hand the day and date first written herein.

GRANTOR:

MUKHERJI INVESTMENT GROUP, LLC

BY: _____
ASHOKE MUKHERJI
CHIEF MANAGER

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **ASHOKE MUKHERJI**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such persons to be the **CHIEF MANAGER** of **MUKHERJI INVESTMENT GROUP, LLC**, the within named bargainor, a corporation, and that such officer, as such **CHIEF MANAGER** executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as **CHIEF MANAGER**.

Witness my hand and seal, at office, this 14th day of December, 2004.

_____
NOTARY PUBLIC **SEAL**

Commission Expires: July 29, 2006

STATE OF TENNESSEE)
) **SS:**
COUNTY OF MONTGOMERY)

As required by Tennessee Code Annotated Section 87-4-409(a)(6)(A), the undersigned being Grantee, Grantee's agent or a trustee acting from Grantee, after first being duly sworn, makes oath that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $ 0.

SWORN AND SUBSCRIBED TO before me on this the 21 day of December, 2004.

_____
AFFIANT

_____
NOTARY PUBLIC **SEAL**

Commission Expires: August 11, 2008

BRENDA D. UNDERWOOD
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

f/rmr/onb/mukherji1/foredeed.doc