This Instrument prepared by
and after recording return to:
LASSITER, TIDWELL & HILDEBRAND, PLLC
1850 ONE NASHVILLE PLACE
150 FOURTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219

Davidson County DEEDWARR
Recvd: 04/05/05 10:18 4 pgs
Fees:23.00 Taxes:740.00
20050405-0036880

LIMITED WARRANTY DEED

Address of new owner as follows:	Send tax bills to:	Map-Parcel No.
National Horseshoe Pitchers Foundation		**Map 008**
P.O. Box 1628	**(Same)**	**Parcel 061.00**
Penn Valley, CA 95946		

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Know all men by these presents that, **AmSouth Bank, N.A. as Trustee of the R. Jack Freeman Family Trust** (herein called the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor, in hand paid by the **National Horseshoe Pitchers Foundation** (herein called the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantee, that certain tract or parcel of real property situated in Davidson County, Tennessee, described below together with all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property"):

Being a tract of land in the 1st Councilmanic District of Davidson County, Tennessee described as follows:

Beginning at an iron rod in the southwesterly margin of Highway 431, said rod being the most northwest corner to the herein described tract; the southeast corner of Mary B. Lain as recorded in Will Book 90, page 33, R.O.D.C., TN; thence, leaving said margin along the northwest line North 37 deg. 22 min. 07 sec. East 499.81 feet to an iron rod; thence, along the north line this tract South 53 deg. 47 min. 39 sec. East 232.80 feet to an iron rod; thence along the east line of this tract as follows South 24 deg. 01 min. 00 sec. West 434.62 feet to an iron rod; thence, South 48 deg. 15 min. 02 sec. West 126.22 feet to an iron rod in the southwest margin of highway 431; thence, with said margin with a curve to the left, having a Delta Angle 4 deg. 01 min. 39 sec., a Radius of 2730.95 feet, a length of 191.97 feet, a Chord bearing North 44 deg. 04 min. 12 sec. West 191.93 feet; thence, North 46 deg. 05 min. 02 sec. West 120.28 feet to the point of beginning, containing 3.484 acres more or less and described according to survey by R.L. Montoya Land Survey, Inc., dated February 15, 2005.

Being part of the same property conveyed to R. Jack Freeman, a single person, by deed of record in Book 8230, page 836, Register's Office for Davidson County, Tennessee, the said R. Jack Freeman having since died. The Will of R. Jack Freeman filed with the Davidson County Probate Court Clerk's Office in Probate Docket No. 04P-645 devised the subject property to First American National Bank, as Trustee of the R. Jack Freeman Family Trust under the Will of R. Jack Freeman, deceased. AmSouth Bank is successor by merger to First American National Bank.

This is improved property commonly known as: **7794 Whites Creek Pike, Joelton, Davidson County, Tennessee 37080.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, as aforesaid, unto the Grantee, its successors and assigns, forever.

The Grantor, for itself and its successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple to the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has committed no act to encumber the Property; and that the Grantee shall have quiet possession of the Property; and the Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise; provided however, conveyance is subject to all matters set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference.

1ST IN WITNESS WHEREOF, this Limited Warranty Deed is executed by the Grantor as of the day of April, 2005.

AmSouth Bank, N.A. as Trustee of the R. Jack Freeman Family Trust

By: _____
Otis Goodin

Its: Senior Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Otis Goodin**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **Senior Vice President** of **AmSouth Bank, N.A., Trustee of the R. Jack Freeman Family Trust,** the within named bargainor, a bank, organized and existing under the laws of the United States, and the he as such Senior Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the bank as its Senior Vice President.

Witness my hand and seal, at office in Nashville, Tennessee this 1st day of April, 2005.

DIANA K. BLANTON
STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Notary Public
My commission expires: 11/22/2008

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer of property, whichever is greater is $200,000.00.

Affiant

Sworn to and subscribed before me this
4th day of April, 2005.

Notary Public
My Commission Expires: _____

CHERYL HENRY
STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JULY 29, 2006

EXHIBIT A

[*Permitted Exceptions to Warranty of Title*]

1. All matters shown on the survey prepared by R.L. Montoya - Land Surveying, Inc., Rocky L. Montoya, R.L.S. No. 697, dated February 15, 2005, Job No. 05-02-07.

2. General or special taxes and assessments required to be paid in the year 2005 and subsequent years. Property Taxes for 2005 have be prorated at closing and are assumed by the Grantee.