Davidson County DEEDWARR
Recvd: 08/01/08 11:14 4 pg:
Fees:23.00 Taxes:17390.00
20080801-0079105

This Instrument Prepared By and Return To:

Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219
Attn: Andrea P. Perry, Esq.

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO	MAP/PARCEL
The Living Word Ministries, Inc. 5380 Hickory Hollow Parkway Nashville, Tennessee 37013 Attention: Toby Taylor	Same	163-00-0-378.00

THIS SPECIAL WARRANTY DEED is made this 25th day of July, 2008 by and between **INSOUTH BANK,** a Tennessee banking corporation, ("Grantor"), whose address is 5299 Poplar Avenue, Memphis, Tennessee 38119 to **THE LIVING WORD MINISTRIES, INC.**, a Tennessee nonprofit corporation, ("Grantee"), whose address is 5380 Hickory Hollow Parkway, Nashville, Tennessee 37013.

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains and sells unto Grantee, and Grantee's successors, heirs and assigns forever, all that certain land legally described in the attached Exhibit A (the "Property");

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining thereto;

Grantor and Grantee understand and agree that Grantee's purchase of the Property and other rights to be conveyed, sold, transferred and/or assigned pursuant to this Deed shall be on an "AS IS" "WHERE IS" physical basis, "WITH ALL FAULTS," without representation or warranty, express or implied, with regard to physical condition, including without limitation, any latent or patent defects, conditions of soils or groundwater, existence or nonexistence of hazardous materials, quality of construction, workmanship, merchantability or fitness for any particular purpose as to the physical measurements or useable space thereof.

Notwithstanding any term or provision to the contrary contained in the Special Warranty Deed, this conveyance is made and accepted subject to the liens, mortgages, encumbrances, leases, easements, covenants, restrictions and the other matters and exceptions of record affecting the Property ("Permitted Exceptions"), as set forth in Exhibit B, attached hereto and incorporated by reference.

TO HAVE AND TO HOLD, subject to the Permitted Exceptions, unto Grantee, it successors and assigns, forever and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all singular the Property, subject to the Permitted Exceptions, 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.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

GRANTOR:

INSOUTH BANK, a Tennessee banking corporation

By: _____

Name: Dan Jackson

Its: VP – Facilities Manager

STATE OF TENNESSEE)
COUNTY OF Haywood)

Before me, the undersigned, of the state and county aforementioned, personally appeared, Dan Jackson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the VP- Facilities Manager of InSouth Bank, the within named bargainor, a Tennessee banking corporation, and that he as such VP – Facilities Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such VP – Facilities Manager.

Witness my hand and seal this 1 day of April, 2008

_____
Notary Public

CAROLYN E. DUNCAN
STATE OF TENNESSEE
NOTARY PUBLIC
HAYWOOD COUNTY, TENN.

My Commission Expires:
7/23/2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $4,700,000.00.

_____
Affiant

My Commission Expires:
9-25-10

KIMBERLEY R. MANKIN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

_____
Notary Public

EXHIBIT 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 InSouth Bank from BNP Leasing Corporation by Deed of Record in Instrument No. 200102020010632, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real Property Taxes for 2008, not yet due and payable, and subsequent years prior to their becoming delinquent;

2. All matters as shown on plat of record in Plat Book 8250, page 849, Register's office for Davidson County, Tennessee;

3. Right-of-way Agreement of record in Book 2203, page 577, as amended by Partial Releases of record in Book 5118, page 792, and Book 5118, page 797, said Register's Office;

4. Storm Water Detention Agreement of record in Book 7547, page 619, said Register's Office;

5. Reciprocal Easement Agreement of record in Book 11115, page 393, said Register's Office, as amended to allow Church use;

6. Easement Agreement of record in Book 11115, page 401 in Register's Office, Davidson County, Tennessee.

7. Declaration of Covenants, Conditions & Restrictions of record in Book 5125, page 769, in said Register's Office.

8. Declaration of Covenants, Conditions & Restrictions of record in Book 5189, page 947, in said Register's Office.

9. Declaration of Covenants, Conditions & Restrictions of record in Book 5337, page 933, in said Register's Office.

10. Declaration of Covenants, Conditions & Restrictions of record in Book 5441, page 968, in said Register's Office.

11. Declaration of Covenants, Conditions & Restrictions of record in Book 5792, page 491, in said Register's Office.

12. Declaration of Covenants, Conditions & Restrictions of record in Book 5951, page 26, in said Register's Office.

13. Declaration of Covenants, Conditions & Restrictions of record in Book 6011, page 163, in said Register's Office.

14. Declaration of Covenants, Conditions & Restrictions of record in Book 6095, page 948, in said Register's Office.