Davidson County DEEDWARR
Recvd: 01/22/09 10:38 6 pgs
Fees:33.00 Taxes:5550.00
20090122-0005425

AFTER RECORDING, RETURN TO:

Bradley Arant Rose & White LLP
1819 Fifth Avenue North
Birmingham, AL 35203
Attn: Jack Kubiszyn, Esq.

THIS INSTRUMENT PREPARED BY:

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, Suite 400
Atlanta, GA 30339

ADDRESS OF NEW OWNER:	**SEND TAX BILLS TO:**	**MAP PARCEL NO.**
Regions Bank 250 Riverchase Parkway East Suite 200 Birmingham, Alabama 35244	Regions Bank 250 Riverchase Parkway East Suite 200 Birmingham, Alabama 35244	Map 61-3, Parcel 205

SPECIAL WARRANTY DEED

For and in Consideration of the sum of $10.00 TEN AND NO/100 DOLLARS cash in hand paid by the hereinafter named grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, HOME DEPOT U.S.A., INC., a Delaware corporation, hereinafter called the **GRANTOR**, has bargained and sold, and by these presents do transfer and convey unto REGIONS BANK, an Alabama banking corporation, hereinafter called the **GRANTEE**, its heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit:

> *Being Lot No. 2 on the Final Plat of Home Depot Subdivision recorded at Instrument No. 20071008-0119779 in the Register's Office for Davidson County, Tennessee, less and except therefrom the two (2) log cabins and the one (1) spring house (the "**Historic Cabins**"), but not the real property located under such Historic Cabins, located on said tract or parcel of land and as shown on **Exhibit "B"** attached hereto and made a part hereof (said tract or parcel of land less and except the Historic Cabins is the "**Property**").*

* See 2nd page for derivation

To Have and to Hold said Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its heirs and assigns, forever. GRANTOR covenants with said GRANTEE that GRANTOR is lawfully seized and possessed of said Property in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise set out herein and on **Exhibit "A"** attached hereto and made a part hereof. GRANTOR does further covenant and bind itself, its heirs and representatives, to warrant and forever defend the title to said Property to the GRANTEE, its heirs and assigns, against the lawful claims of all persons claiming by, through, or under GRANTOR, but no further or otherwise. Wherever used, the singular number

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

GRANTOR hereby represents that the Historic Cabins are encumbered by that certain Declaration of Preservation Covenant made by GRANTOR in favor of the Nashville District US Army Corps of Engineers and the Tennessee State Historic Preservation Officer and recorded at Instrument No. 20080214-0014991 (the "**Declaration**"). GRANTOR, not GRANTEE, shall have the obligation to perform under the Declaration with respect to the Historic Cabins. Further, GRANTOR shall indemnify and hold harmless GRANTEE from any liability of any kind associated with, or arising from, its use of the Historic Cabins.

GRANTOR hereby reserves for itself, its successors and assigns, a perpetual, non-exclusive easement for access to, from and around the Historic Cabins upon, over and across the Property as is reasonably necessary to exercise its rights hereunder and to fulfill its obligations hereunder and under the Declaration including, without limitation, support (including the installation of footings and foundations), maintenance, repair, fencing, preservation and use of the Historic Cabins;

By acceptance of this Deed, GRANTEE acknowledges and agrees that the above easement reservations are a material inducement for GRANTOR to sell the Property to GRANTEE and that GRANTOR would not sell the Property to GRANTEE this date without GRANTEE'S agreement to the above easement reservations. By acceptance hereof, GRANTEE agrees that it shall not take any action that would have a material and adverse affect on the Historic Cabins or the preservation thereof.

The perpetual easements granted herein shall run with and touch the Property in perpetuity, shall be a burden upon the Property and a benefit to the adjacent property retained by GRANTOR, and shall be binding upon GRANTEE'S successors and assigns. Further, said easements shall run to the benefit of GRANTOR and GRANTOR'S employees, representatives, agents, licensees, invitees and contractors.

[Remainder of page intentionally left blank]

* Being the same property conveyed to Home Depot U.S.A., Inc. by deed of record in Instrument No. 20070426 0049893, Register Office for Davidson County, TN.

Witness my hand this 20 day of January, 2009.

GRANTOR:

HOME DEPOT U.S.A., INC.

By: Thomas K. Anderson
Name: Thomas K. Anderson
Its: Sr. Attorney

STATE OF GEORGIA
COUNTY OF COBB

Before me, the undersigned Notary Public, of the state and county aforementioned, personally appeared Thomas K. Anderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Sr. Attorney of Home Depot U.S.A., Inc., the within named bargainor, a Delaware corporation, and that he/she as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such officer.

Witness my hand and official seal, at office this 20 day of January, 2009.

Connie D. Rockwell
Notary Public

My commission expires:

CONNIE D. ROCKWELL NOTARY PUBLIC My Commission Expires October 16, 2011 Cobb County, Georgia

EXHIBIT "A"

Permitted Exceptions

1. Taxes for the year 2008 and subsequent years, which are not yet due an payable, including supplemental assessments pursuant to the provisions of TCA 67-5-603, et. Seq.;

2. All matters shown on Plat recorded at Instrument Number 20071008-0119779;

3. Easements recorded at Book 1813, Page 337 and Book 1849, Page 184;

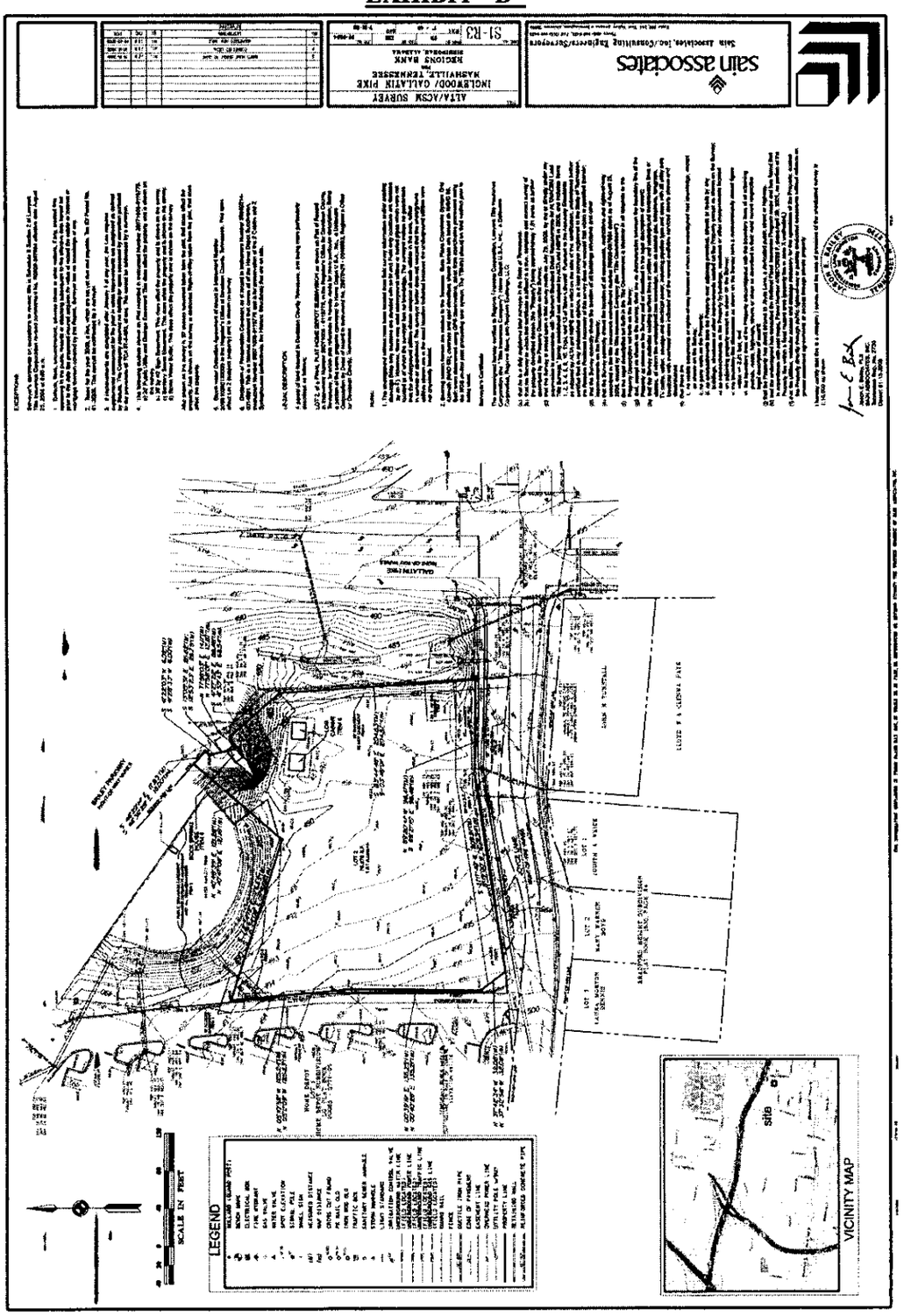
4. Lack of access to and from a controlled access highway (Briley Parkway);

5. Stormwater Detention Agreement recorded at Instrument Number 20061026-0133005;

6. Declaration of Preservation Covenant recorded at Instrument Number 20080214-0014991; and

7. All matters shown by that certain ALTA/ACSM Survey of Inglewood/Gallatin Pike, Nashville, Tennessee, prepared for Regions Bank by Sain Associates, Inc., dated July 31, 2008, last updated January 15, 2009, a copy of which is attached hereto as Exhibit B.

EXHIBIT "B"


ALTA/ACSM SURVEY
INGLEWOOD/ GALLATIN PIKE
NASHVILLE, TENNESSEE
REGIONS BANK
Sain Associates
LEGEND
SCALE IN FEET
VICINITY MAP
site

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $1,500,000.00.

Subscribed and sworn to before me this the 20 day of January, 2009.

Affiant Thomas K. Anderson
Sr. Attorney

Connie D. Rockwell
Notary Public

My commission expires:

CONNIE D. ROCKWELL
NOTARY PUBLIC
My Commission Expires
October 16, 2011
Cobb County, Georgia