SPECIAL WARRANTY DEED

FROM: PINNACLE NATIONAL BANK, Grantor

TO: RANDALL CLEMONS, TRUSTEE, for benefit of Wilson Bank & Trust and Citizens Bank of Lafayette, Grantee

This instrument was prepared by:
James C. Cotey, Esq.
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner (s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers
RANDALL CLEMONS, TRUSTEE 623 W. Main St. Lebanon, TN 37087	SAME	174-0-035

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One million AND no/100 DOLLARS ($ 1,000,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 3rd day of August, 2011.

VALERIE MERKEL
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY, TENN.

Notary Public

My Commission Expires: 9-18-2012

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00), the receipt and sufficiency of which are hereby acknowledged, PINNACLE NATIONAL BANK ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto RANDALL CLEMONS, TRUSTEE, for benefit of Wilson Bank & Trust and Citizens Bank of Lafayette ("Grantee"), his successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is unimproved property known as Waterford Estates.

BILL GARRETT, Davidson County
Trans:T20110048144 DEEDWARRSP
Recvd: 08/05/11 14:58 4 pgs
Fees:23.00 Taxes:3700.00
20110805-0060575

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

Grantor conveys the Property, including any after-acquired title of Grantor, free of encumbrances created or suffered by Grantor, except those encumbrances set forth elsewhere in this instrument, and Grantor does hereby warrant and forever defend the title to the Property to Grantee and its successors and assigns against the lawful claims of all persons claiming by, through or under a conveyance by Grantor, but not further or otherwise.

This conveyance is made subject to (i) the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, and other matters of record, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the property.

Witness my hand this 5th day of August, 2011.

GRANTOR:

PINNACLE NATIONAL BANK, a national banking corporation

By: _____
Allen Dixon, Senior Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Valerie Merkel, a Notary Public of said County and State, personally appeared ALLEN DIXON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President (or other officer authorized to execute the instrument) of PINNACLE NATIONAL BANK, the within named bargainor, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the banking association by himself as Senior Vice President.

Witness my hand and seal, at Office in Nashville, Tennessee, this 5th day of August, 2011.

VALERIE MERKEL NOTARY PUBLIC STATE TENNESSEE DAVIDSON COUNTY

_____
Notary Public

My Commission Expires: 9-18-2012

EXHIBIT A
TO SPECIAL WARRANTY DEED

Property Description

Beginning at a point in the east margin of Cane Ridge Road, being 25 feet from the centerline of said road and being the northwestern most corner of this tract, and being a common corner with Tract No. I, said point being a new iron rod;

Thence North 85° 24' 05" East, a distance of 842.22 feet to a new iron rod;

Thence North 05° 27' 08" East, a distance of 302.97 feet to an old iron rod at a fence corner post;

Thence along the old fence, North 07° 57' 15" East, a distance of 824.47 feet to an old iron rod in the fence line;

Thence with another fence, South 84° 17' 22" East, a distance of 240.79 feet to a new iron rod beside a fallen 24 in Cedar tree;

Thence South 86° 07' 49" East, a distance of 219.85 feet to an old iron rod beside a 24 inch Cherry tree;

Thence South 84° 59' 37" East, a distance of 267.29 feet to an old iron rod beside a 24 inch Ash tree;

Thence leaving said fence line, South 88° 08' 45" East, a distance of 66.76 feet to an old iron rod;

Thence North 79° 12' 57" East, a distance of 102.75 feet to an old iron rod beside a 24 inch Cherry tree in a fence row;

Thence along said fence, South 06° 16' 34" West, a distance of 445.85 feet to a new iron rod beside an 18 inch Ash tree;

Thence South 07° 50' 23" West, a distance of 215.25 feet to a new iron rod in the fence line;

Thence South 01° 51' 24" West, a distance of 198.02 feet to an old iron rod;

Thence South 07° 20' 00" West, a distance of 200.43 feet to an old iron rod at a corner fence post;

Thence with said fence, North 83° 06' 09" West, a distance of 111.01 feet to a new iron rod beside a old fence corner post,

Thence South 06° 10' 59" West, a distance of 50.51 feet to an old iron rod;

Thence South 08° 33' 56" West, a distance of 128.41 feet to an old iron rod in a fence row;

Thence leaving said fence, South 83° 52' 31" West, a distance of 928.38 feet to an old iron rod beside a metal post;

Thence South 83° 51' 59" West, a distance of 685.27 feet to an old iron rod in the margin of Cane Ridge Road,

Thence along said margin, North 05° 57' 23" West, a distance of 250.00 feet to the point of beginning, containing 1,333,029 square feet or 30.60 acres more or less.

Such property being a portion of the property conveyed to Pinnacle by Debtor's Deed recorded on January 3, 2011, as Instrument No. 20110103-0000687 with the office of the Register of Deeds for Davidson County ("RODC") and re-recorded by the RODC on January 5, 2011, as Instrument No. 20110105-0001587.

Also granted herein as a part of this parcel is all grantor's right, title and interest in and to that portion of Cane Ridge Road closed by Metro Council Ordinance No. BL 2006-1194.