

This Instrument Prepared by
ADAMS, RYAL & FLIPPIN, ATTORNEYS-P.C.
1302 Main Street
Humboldt, Tennessee 38343

WARRANTY DEED

For the consideration hereinafter set forth, UNION PLANTERS NATIONAL BANK, N.A., has this day bargained and sold and does by this deed hereby alien, grant, transfer and convey unto MERCHANTS STATE BANK, the following described real estate, lying and being situate in the City of Rutherford, Ninth Civil District of Gibson County, Tennessee, to-wit:

TRACT ONE: Beginning at a stake in the north margin of Main Street, said stake being 6 feet South of the southwest corner of Mrs. M. J. Barnett's building and being 13 feet West of the southwest corner of The Rutherford Bank building; runs thence West with the north margin of Main Street 46 feet to a stake in a public alley, said point extending 5 feet into said alley by virtue of a permanent easement and right-of-way over said alley; runs thence North 131 feet to a stake in the center of a drainage ditch which intersects said alley; runs thence along the ditch in an easterly direction 46 feet, more or less, to a stake in the west boundary of The Rutherford Bank property; runs thence South with the west boundary of The Rutherford Bank property and Mrs. M. J. Barnett 131 feet to the point of beginning, including a 1/2 interest in the wall of the building located to the East of this lot.

Being that same property conveyed to The Rutherford Bank, Rutherford, Tennessee, by deed from W. A. McCollum et ux recorded on March 3, 1959 at 1:46 p.m. in Warranty Deed Book 128, page 329, of the Register's Office of Gibson County, Tennessee. The Rutherford Bank, Rutherford, Tennessee, became known as The First National Bank of Rutherford, by an amendment to the charter of The Rutherford Bank, Rutherford, Tennessee. The First National Bank of Rutherford, Tennessee, became known as the First National Bank of Gibson County, Tennessee, by amendment to its charter. The First National Bank of Gibson County, Tennessee, was acquired in its entirety by The National Bank of Commerce. The National Bank of Commerce was acquired in its entirety by Union Planters National Bank, N.A., on or about 3-23-1983.

TRACT TWO: Beginning at the northwest corner of the lot of First National Bank in the center of a large ditch and in the east margin of an alley known as Central Avenue; running thence North with east margin of Central Avenue 37 feet to a stake; thence East 75 feet to a stake at D. C. Brook's northwest corner; thence South with D. C. Brook's west line 37 feet to a stake in said line in the center of large ditch at the northeast corner of the lot of The Rutherford Bank; thence West 75 feet with the north lines of The Rutherford Bank and First National Bank to the beginning.

385

Received 12-17, 1992 at 10:00AM
Recorded 12-17 19 92 STATE TAX \$ 277.50 PROBATE FEE \$1.00, TOTAL \$ 278.50
Note Book 11 Page 113 PAID 12-17, 1992 HILDA PATTERSON, Register
O.R.B. VOL. 402 PAGE 385 RECEIPT # 15553 DEP. rcn
HILDA PATTERSON, Register,
rcn Deputy

Being that same property conveyed to First National Bank of Rutherford, Tennessee, by deed from The Town of Rutherford recorded on August 21, 1964, at 1:00 P.M. in Warranty deed Book 139, page 90, of the Register's Office of Gibson County, Tennessee. On September 29, 1969, the charter to the First National Bank of Rutherford, Tennessee, was changed so as the new name of the corporation was The First National Bank of Gibson County, Tennessee. The First National Bank of Gibson County, Tennessee, was acquired in its entirety by The National Bank of Commerce. The National Bank of Commerce was acquired in its entirety by Union Planters National Bank, N.A., on or about 3-23-1983.

Included in the above description but excluded from this conveyance is a certain parcel conveyed to Lloyd Dycus and wife, Pamela D. Dycus, by deed from The First National Bank of Gibson County, recorded in Official Record Book Volume 139, page 648, of the Register's Office of Gibson County, Tennessee, and which is more particularly described as follows: Beginning at a point in the east margin of an alley known as Central Avenue in the center of a ditch and at the northwest corner of another lot owned by the Grantor; runs thence with the east margin of said alley North 37 feet to a stake at Dallas Walker's southwest corner; runs thence with Walker's south boundary East 48 feet to a stake, Grantor's new northwest corner; runs thence South 37 feet to a stake in the center of said ditch; runs thence with the center of said ditch West 48 feet to the point of beginning.

Map 31HA, Parcels 1100, 1100P and 1200.

To have and to hold the above described real estate to the said Grantee, its successors and assigns forever, together with all improvements and appurtenances thereunto belonging.

Union Planters National Bank, N.A., does covenant with the said Grantee, its successors and assigns, that it is lawfully seized and possessed of the above described real estate, and has a good and lawful right to sell and convey the same; that said real estate is unencumbered; and for Union Planters National Bank, N.A., its successors and assigns, it does covenant that it will forever warrant and defend the title to said real estate against the lawful claims of all persons whomsoever.

The Grantee expressly assumes and agrees to pay a proportionate part of the real estate taxes on said real estate for the year 1992 in the ratio that the unexpired portion of the year bears to the entire year, the taxes for the expired portion to be paid by the Grantor.

The consideration for this sale and transfer is Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged.

In witness whereof Union Planters National Bank, N.A., has caused its name to be subscribed hereto on this 10th day of December, 1992.

UNION PLANTERS NATIONAL BANK, N.A.

By Harbert Alexander
Title President of Union Planters National Bank

STATE OF TENNESSEE
COUNTY OF Madison

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Harbert Alexander, with whom I am personally acquainted and who upon oath, acknowledged himself to be President of Union Planters National Bank, N.A. the within bargainer corporation, and that he as such President of Union Planters National Bank, N.A. being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President of Union Planters National Bank, N.A.

Richard B. Fairway
NOTARY PUBLIC

My commission expires: My Commission Expires January 24, 1995

Property Owner: Merchants State Bank
P.O. Box 308
Hummer, Pa.
38343

I, or we, hereby swear or affirm that the consideration for this transfer or value of the property transferred, whichever is greater, is \$ 75,000, which amount is equal to or greater than the amount which the property described would command at a voluntary sale.

Jamie M. Wilbanks
Affiant

Subscribed and sworn to before me this Dec 10th, 1992.

Don M. Cornick
NOTARY PUBLIC

My commission expires: 7-13-94