WARRANTY DEED

BOOK 4389 PAGE 181

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
First American National Bank (NAME:)	Same (NAME:)	Map 26 & 34
Fourth & Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pcl. to be
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	assigned P.W.

For and in Consideration of the sum of.....

-------Ten and no/100 ($10.00)----------*DOLLARS*

and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Cousins Properties of Tennessee, Inc. has

.....*have bargained and sold, and by these presents do transfer and convey unto the said* First American National Bank of Nashville, a National Banking Association, its successors .....*xheirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in the 10th Civil District of Davidson County, Tennessee, being Lot "C" on the Plan of Rivergate Park, as of record in Book 4175, page 107, Register's Office for said County, described as follows:

Beginning at a point on the easterly margin of Two Mile Pike, as widened, at the line between Rivergate Mall and the parcel herein described; thence with the southerly line of Rivergate Mall, north 71° 25' east 223.73 feet to a point; thence south 18° 35' east 155.00 feet to a point; thence easterly and with a curve to the right having a radius of 96.50 feet and a central angle of 34° 05', 57.40 feet to a point; thence south 74° 30' east 92.52 feet to a point; thence south 15° 30' west 30.00 feet to a point; thence north 74° 30' west 92.52 feet to a point, the beginning of a curve to the left; thence with said curve having a radius of 66.50 feet and a central angle of 34° 05', 39.56 feet to a point; thence south 71° 25' west 223.73 feet to a point on the easterly margin of Two Mile Pike; thence with said Two Mile Pike, north 18° 35' west 185.00 feet to the point of beginning, containing 1.047 acres, more or less.

Being part of the property conveyed to Larchwood, Inc., by deeds from Burton Ragsdale and wife, of record in Book 4297, page 221; from Olene C. Huffines, of record in Book 4306, page 906, and from E. L. Curtis and wife, of record in Book 4304, page 854, Register's Office for said County, Larchwood, Inc. now being Cousins Properties of Tennessee, Inc., a Georgia Corporation.

This Instrument prepared by James I. Vance Berry, Attorney,
700 American Trust Building, Nashville, Tennessee

CHARLES K. WRAY NOTARY PUBLIC DAVIDSON COUNTY, TENN. LARGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $185,000.00

Affiant

Subscribed and sworn to before me, this the 24th day of December, 1969

Charles K. Wray
Notary Public

My commission expires 4-7-73 (Affix Seal)

This conveyance of said property is made expressly subject to the following:

1. City of Goodlettsville, Metropolitan and State taxes for the year 1969, the payment of which is not assumed by the Grantee. Grantor covenants that all such taxes will be paid before the same become delinquent.

2. Building set back lines, public utility easement, access easements and the conditions of the owner's certificate, all as shown on the Plan of Rivergate Park aforesaid.

3. Restrictive covenants as contained in Schedule A which is attached hereto and made a part hereof by reference.

unimproved (X)
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors ~~heirs~~ *and assigns, forever.*

And Grantor *do*es *covenant with the said* Grantee *that* it is *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered,* except as herein-above set forth.

And Grantor does ~~do~~ *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to the said land to the said* Grantee, its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 30th *day of* December, *19* 69, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

COUSINS PROPERTIES OF TENNESSEE, INC.

By: George W. Cousins
President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

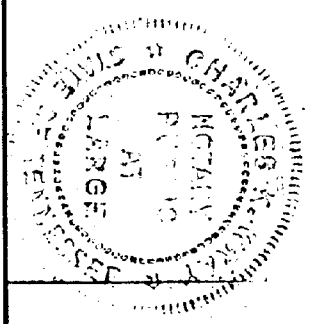
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Before me, Charles K. Wray, *a Notary Public of the State and County aforesaid, personally appeared* George Volkert, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Cousins Properties of Tennessee, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 30th *day of* December, *19* 69.

Charles K. Wray
Notary Public

Commission Expires 11-7-73



RESTRICTIONS

The premises conveyed in the annexed deed are sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its heirs, successors and assigns, for a period of twenty-five (25) years from and after the date of said deed, to-wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the immediate surrounding areas, and also in keeping with the construction quality of the Rivergate Mall Shopping Center. No construction or design of an obsolete nature shall be permitted. All buildings shall be of masonry or similar construction. No metal clad or frame construction shall be permitted, and all buildings shall be covered on all sides with brick veneer, stone, or better construction. No concrete block shall be exposed on the exterior of any building. No temporary buildings shall be permitted after August 1, 1971.

In addition, all buildings or other structures erected upon said premises shall be of a design, and height satisfactory to the Grantor. For this purpose, the Grantee, its successors or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to the commencement of construction or any other development of improvements upon said premises. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the premises, which plan shall be submitted to the Grantor for its approval in writing, and upon such approval, such plan shall be carried out in detail. The development of landscaping plans for the premises, the quality and quantity of the same, will be at least comparable to that provided in the Rivergate Mall Shopping Center. The Grantee shall maintain the exterior of its premises and all landscaping at all times in a good, orderly, and neat condition.

3. Said premises may be used only for the operation of a commercial bank. No other use shall be permitted except upon the written approval of the Grantor.

4. No loading dock or platform shall be constructed, used or maintained on that portion of any building or the structure which faces any street.

5. All exterior signs shall be subject to the approval of the Grantor. All signs shall be located on the face of the buildings, except that one free-standing sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

6. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinerators shall be kept, used, or maintained on any portion of the property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the premises at regular intervals to prevent any unnecessary accumulation thereof.

7. Adequate offstreet parking shall be provided on the premises for the employees, customers and invitees of the Grantee, as required by the offstreet parking ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

SCHEDULE A

8. All access easements as shown on the recorded plan are private roadways, the same not having been dedicated to the public at the time of the execution and delivery of the deed to which these covenants are annexed. The cost for the construction of the "U" shaped driveway through the subdivision in which the premises are located shall be provided by the Grantor at its expense. Thereafter, the Grantee, acting jointly with the owners of other lots within the subdivision, shall be responsible for the maintenance of this driveway. The term "maintenance" shall include the entire cost of repair and maintenance to the paved surface, as well as all other expenses incidental to this driveway, including, without limiting the generality of the foregoing, all taxes levied thereon, liability insurance premiums, lighting, sweeping and cleaning, snow removal, traffic direction, and all other like costs. These maintenance expenses shall be the joint obligation of the lot owners and shall be shared on a pro rata basis with each lot owner being required to contribute that portion of the total cost of maintenance which the area of its property bears to the total land area within the subdivision. In order to implement these provisions, the lot owners within the subdivision shall elect at least annually, on or before the first day of each calendar year, one or more of their number by majority vote to act in their behalf in the making of arrangements for the maintenance of said driveway and for the allocation of costs on a pro rata basis among the lot owners. The Grantee shall contribute its pro rata of such maintenance from time to time as determined by the elected representatives of the lot owners.

9. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect for the remainder of the term hereof.

A 6 4 7 8 T.
IDENTIF. REFERENCE
Dec 30 3 53 PM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

DEC 30 69	CONV	90,000.00			
DEC 30 69	CONV	95,000.00			
DEC 30 69	S'TAX		A* 481.00		
DEC 30 69	PR'FEE		A* .50		
DEC 30 69	W'DEED		A* 6.00	*	487.50