WARRANTY DEED

BOOK 1463 PAGE 542

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Fidelity Federal Savings & Loan Association (NAME)	Same (NAME)	Map. 34-2
401 Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 62
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

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

----One Hundred Twenty-five Thousand and no/100 ($125,000.00)--*DOLLARS*

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

This instrument prepared by James E. Berry, Attorney
700 American Trust Building, Nashville, Tennessee

.....*bargained and sold, and by these presents do transfer and convey unto the said* Fidelity Federal Savings & Loan Association of Nashville,.....

its successors .....*and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being Lot "A" 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 in the easterly margin of Two Mile Pike, as widened, 35 feet northerly from the center of Bluebird Avenue, extended; thence north 71° 25' east 160 feet to a point; thence north 15° 30' east 27.44 feet to a point; thence in a northwesterly direction with a curve to the right having a central angle of 37° 46', a radius of 343 feet, a distance of 226.09 feet to a point; thence south 71° 25' west 41.65 feet to a point in the easterly margin of Two Mile Pike; thence continuing with said Pike, south 18° 35' east 200 feet to the beginning.

Being part of the property conveyed to Larchwood, Inc., now Cousins Properties of Tennessee, Inc., a Georgia corporation, by three deeds, one from Walter Potter and wife, of record in Book 4256, page 169, one from Burton Ragsdale and wife, of record in Book 4297, page 221, and the other from George B. James and wife, of record in Book 4304, page 856, said Register's Office.

This conveyance of said property is made expressly subject to taxes for the year 1970, which have been prorated, and restrictive covenants, copy of which is attached hereto as Exhibit A, incorporated herein by reference, and made a part hereof.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $125,000.00

Affiant

Subscribed and sworn to before me, this the ____ day of ____ 19 70.

Notary Public

My commission expires: ____ (Affix Seal)

unimproved (X)
This is improved ( ) property, known as ..... Two Mile Pike, ... Tenn.
(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 ~~his~~ *hand this* 30th *day of* January 1970, *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.

Attest: By: [signature]

_____

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, tne 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 savings & loan ass'n. 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 off-street 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.

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.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that.....
executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., Tennessee, this.....
day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named.....

.....

.....

the bargainor....., with whom I am personally acquainted, and who acknowledged that.....
executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this.....
day of....., 19.....

....., Notary Public.

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, C. Richard Hall, a Notary Public of the State and County aforesaid, personally appeared George Cousins, with whom I am personally acquainted, and who, upon oath, acknowledged himself 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 himself as President.*

Witness my hand and seal, at office in Nashville, this 30th day of March, 1970.

C. Richard Hall
Notary Public

Commission Expires My Commission Expires Feb. 15, 1971.

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CONT'D FROM PREV. PAGE

WARRANTY DEED

FROM

COUSINS PROPERTIES OF TENNESSEE, INC.

TO

FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE

A 9 7 8 5 0

IDENTIF. REFERENCE

DEC 1 10 03 AM '70

REGISTER
DAVIDSON COUNTY, TENN.

DEC-1-70 0004 M DEED
DEC-1-70 0004 M TAX
DEC-1-70 0004 M SURTAX
DEC-1-70 0004 M RECFEE
DEC-1-70 0004 M DEED

35000.00
** 325.00
** .50
** 7.50 * 333.00

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE