WARRANTY DEED

BOOK 4467 PAGE 326

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Mr. William D. Castleman, (NAME)	Trustee Same (NAME)	Map 26
218- 3rd Ave N. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 8
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

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

DEC 17 70 CONV * 400,000.00
DEC 17 70 S'TAX A* 1,040.00
DEC 17 70 PR'FEE A* .50
DEC 17 70 W'DEED A* 6.00 * 1,046.50

.....*bargained and sold, and by these presents do/transfer and convey unto*

the said William D. Castleman, Trustee, with full power to mortgage, sell, transfer and convey without joinder of any beneficiary, his successors *heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in the 10th, formerly the 20th, Civil District of Davidson County, Tennessee, being part of Lots Nos. 2 and 3 on the unrecorded plan of the division of the land of P. J. Moran, deceased, described according to a survey made September 23, 1970, by Barge, Waggoner & Sumner, Inc., as follows:

Beginning at a point on the easterly margin of Two Mile Pike, as widened, 2,895 feet, more or less, from the center line of Gallatin Road and being on the northerly margin of a 50 foot wide entrance for Rivergate Mall Shopping Center; thence continuing with Two Mile Pike, north 18° 35' west 200.50 feet to a point; thence north 74° 30' east 183.53 feet to a point; thence north 18° 35' west 175.0 feet to a point on the southerly line of Brooks S. Fitzpatrick, Book 2858, page 189, Register's Office for said County; thence with Fitzpatrick's line, north 74° 30' east 870.5 feet to a point; thence south 82° 20' east 323.98 feet to a point on the boundary of Rivergate Mall Shopping Center; thence south 07° 40' west 77.10 feet to a point; thence north 82° 20' west 262.0 feet to a point; thence south 07° 40' west 362.0 feet to a point; thence south 83° 08' west 350.0 feet to a point; thence south 74° 30' west 524.95 feet to the point of beginning, containing 8.81 acres, more or less.

Being part of the property conveyed to Larchwood, Inc. by deeds from V. F. Bradley and wife, of record in Book 4304, page 850, and from Fred J. Moran, Jr., et al, of record in Book 4306, page 966, Register's Office for said County, Larchwood, Inc. now being Cousins Properties of Tennessee, Inc., a Georgia corporation.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $400,000.00

Subscribed and sworn to before me, this the 17th day of December 19 70

Affiant

My commission expires 3-3-73

Notary Public

(Affix Seal)

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

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

1. Goodlettsville, Metropolitan and State of Tennessee taxes for the year 1970, which have been prorated between the parties.

2. Easement vested in the United States of America for electric transmission line, by decree of the United States District Court for the Middle District of Tennessee, Nashville Division, of record in Book 2485, Page 253, Register's Office for said County.

3. Easement for electric power line of record in Book 653, page 56, said Register's Office.

4. Easement for construction of a 35 foot return radius at the corner of Two Mile Pike and the Rivergate Mall entrance.

5. Vendor's lien retained in deed from V. F. Bradley and wife to Larchwood, Inc., dated December 31, 1968 and of record in Book 4304, page 850, Register's Office for Davidson County, Tennessee, to secure the payment of a note in the original sum of $177,400. The Grantor has made and will cause to be made all payments of principal required on said note through the installment due January 10, 1971, and the Grantee therefore assumes the payment of a principal balance of this note of $120,000.

6. This conveyance of said property is further made expressly subject to the following covenants and restrictions which are hereby agreed and declared to be and constitute covenants running with the land to the Grantee, its successors and assigns, for a period of ten (10) years from and after the date hereof:

(a) All buildings, signs or other structures erected upon said premises shall be of a design and architectural appearance satisfactory to the Grantor and in keeping with present day construction methods in the immediately surrounding area and especially in keeping with the construction quality of Rivergate Mall Shopping Center. 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, drawings depicting all signs to be erected, a site plan showing the location of the same, and complete detailed for the grading, drainage, paving and exterior lighting of the premises. All such plans shall be approved in writing by the Grantor before the commencement of construction or development of any other improvements upon said premises. No construction or design of obsolete nature shall be permitted. All buildings shall be of masonry or similar construction. No metal clad or frame construction shall be permitted, nor shall any concrete block be exposed on the exterior of any building. All buildings shall be covered on all sides with brick veneer, stone, or better construction. All electrical wiring shall be placed under ground.

(b) The location, size and architectural design of all commercial development upon the premises shall be subject to the approval in writing of the Grantor.

(c) The location, design and construction of all access points between the premises and a permanent access easement along the easterly side of the property which is within the bounds of Rivergate Mall Shopping Center shall likewise be subject to approval in writing by the Grantor.

(d) 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.

199543

IDENTIF. REFERENCE

DEC 17 11 01 AM '70

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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, his successors ~~heirs~~ *and assigns, forever.*

And Grantor ~~do~~ *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 hereinabove 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, his successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness ~~my~~ *hand this* 16th *day of* December, 19 70, *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. Kelly, Jr. VP

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Dorothy Tibbs, a Notary Public in and for said County and State, the within named Judge Nichol

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

Witness my hand and official seal at Nashville, Tennessee, this 16th day of December, 1970.

Dorothy Tibbs, Notary Public.

Commission Expires July 31, 1972

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

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

Notary Public

Commission Expires .