Installment Deed

BOOK 4588 PAGE 636

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Douglas C. Smith, Trustee	Same	Map 34-2
(NAME): J. C. Bradford Bldg.	(NAME):	Pcl. 68
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pd

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-seven Thousand Five Hundred and no/100 ($127,500.00)---------- *Dollars, of which* Twelve Thousand Seven Hundred Fifty and no/100 ($12,750.00)---- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Fourteen Thousand Seven Hundred Fifty and no/100 ($114,750.00) ---------- *Dollars,*

the Grantee *has executed* his installment note of even date herewith, payable in three (3) equal annual installments of Thirty-eight Thousand Two Hundred Fifty ($38,250.00) Dollars, each due one, two and three years after date, with interest at the rate of eight (8%) per cent per annum due on the unpaid balance thereof on each installment date, provided that no interest shall accrue thereon until September 27, 1972.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Cousins Properties of Tennessee, Inc.

has this day bargained and sold, and do hereby transfer and convey unto the said Douglas C. Smith, Trustee, with full power to mortgage, sell, transfer and convey without joinder of any beneficiary, his successors in trust, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A parcel of land in the 10th Civil District of Davidson County, Tennessee, located west of Gallatin Road and east of Two Mile Pike, and bounded on the north by J. C. Penney's T.B.A. Site, being Lot "G" of Rivergate Park, of record in Book 4175, page 107, Register's Office for Davidson County, Tennessee, more particularly described as follows:

BEGINNING at a concrete monument, the southeast corner of J. C. Penney's T.B.A. Site; thence, with a curve to the right having a radius of 138.84 ft. and a central angle of 35° 55', 87.03 ft. to a point: thence, S 51° 25' W, 127.04 ft. to a point, the beginning of a curve to the right; thence, around said curve having a radius of 50 ft. and a central angle of 54° 05', 47.20 ft. to a point; thence, N 74° 30' W, 54.59 ft. to a point, the beginning of a curve to the right: thence, around said curve having a radius of 100.00 ft. and a central angle of 90° 00', 157.08 ft. to a point; thence, N. 15° 30' E, 105.0 ft. to a concrete monument, the southwest corner of J. C. Penney's T.B.A. Site; thence, S 74° 30' E, 296.00 ft. to the point of beginning, containing 1.12 acres, more or less.

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $127,500.00

Douglas C. Smith, Trustee
Affiant

Subscribed and sworn to before me, this the 28th day of March, 19 72

Imogene P. Etter
Notary Public

My commission expires: Sept. 12 1973
(Affix Seal)

NOTARY PUBLIC OF DAVIDSON COUNTY, TENNESSEE

BEING property conveyed to Cousins Properties of Tennessee, Inc., (formerly Larchwood, Ir by deed of E. L. Curtis and wife, of record in Book 4304, page 854, and by deed of Roy Greener, and wife, of record in Book 4322, page 230, both in the Register's Office for Davidson County, Tennessee, Larchwood, Inc., having changed it's corporate name to Cousins Properties of Tennessee, Inc., by amendment to its' charter of record in the Office of the Secretary of State of the State of Tennessee. A portion of said property was also conveyed to Cousins Properties of Tennessee, Inc. by deed from Third National Bank in Nashville of record in Book _____, Page _____, Register's Office.

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

1. Metropolitan, State and County taxes for the year 1971, which have been prorated.

2. Easements, setback lines, restrictions and other matters shown on the plan of Rivergate Park, of record as aforesaid.

3. Restrictive covenants, a copy of which is attached hereto and made a part hereof by reference.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee *(successors), heirs and assigns forever.* Grantor *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.,* except as above provided.

Grantor *further covenant and bind* itself, its successors and assigns, *to warrant and forever defend the title to said real estate to said* Grantee, his successors in trust, *and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Douglas C. Smith, Trustee, *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $ ----, *or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 4588 PAGE 638

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trust may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 28th *day of* March, *19* 72

COUSINS PROPERTIES OF TENNESSEE, INC

By: George Volkert Pres.
President

Douglas C. Smith, Trustee
Douglas C. Smith, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* Douglas C. Smith, Trustee

the within named 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 Nashville, Tennessee *this* 28th *day of* March, *19* 72

Imogene P. Etter
Notary Public

Commission expires Sept. 12, 1973

STATE OF Tennessee }
COUNTY OF ..... }

BOOK 4588 PAGE 639

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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, Imogene P. Etter, *a Notary Public of the State and County aforesaid, personally appeared* George W. 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 28th *day of* March, *19* 72

Imogene P. Etter *Notary Public*

Commission expires Sept. 12, 1973

MAR30'72	CONV	90,000.00			
MAR30'72	CONV	37,500.00			
MAR30'72	MORT'G	90,000.00			
MAR30'72	MORT'G	24,750.00			
MAR30'72	S'TAX		A*	331.50	
MAR30'72	S'TAX		A*	112.70	
MAR30'72	PR'FEE		A*	.50	
MAR30'72	W'DEED		A*	12.00	* 456.70

INSTALLMENT DEED

FROM

TO

B 5 4 0 4 0

IDENTIF. REFERENCE

MAR 30 2 26 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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 an office building. 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.

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

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.

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