BOOK 4589 PAGE 533

This Instrument Was Prepared By
DENNEY, LACKEY, CHERNAU & CASTLEMAN
218 Third Avenue, North
Nashville, Tennessee 37201

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Commerce Union Bank	Commerce Union Bank	Map 76-14
(NAME) Union at Fourth Avenue	(NAME) Union at Fourth Avenue	P/O Par. 34
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee 37219	pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Ten and----------00/100

($10.00)----------*DOLLARS*

cash in hand paid by the grantee; COMMERCE UNION BANK, and other good and valuable considerations, receipt of which is hereby acknowledged;

APR-4 72	CONV	85,000.00			
APR-4 72	S'TAX		A*	221.00	
APR-4 72	PR'FEE		A*	.50	
APR-4 72	WDEED		A*	8.00	* 229.50

I, WILLIAM D. CASTLEMAN, TRUSTEE,

have bargained and sold, and by these presents do transfer and convey unto the said COMMERCE UNION BANK, its successors

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 part of Lot No. 3 on the Plan of Rivergate Plaza, as recorded in book 4300, page 139, R.O.D.C., Tennessee, more particularly described as follows:

Beginning at a point at the southeasterly corner of a public utilities drainage and common use easement for Lots Nos. 2 and 3, said point being on the northerly margin of a permanent access easement and 275' easterly of the easterly margin of Two Mile Pike; thence North 18 deg. 35' West, a distance of 105.15 feet to a point; thence North 74 deg. 30' East, a distance of 101.66 feet to a point; thence South 15 deg. 30' East, a distance of 80.0 feet to a point; thence with a 25' radius curve to the right, a distance of 39.27 feet to a point; thence South 74 deg. 30' West, a distance of 71.0 feet to the point of beginning, and containing 10,243 square feet, or 0.235 acre. The above described tract has a 1' permanent access and curb easement across the southerly side, that is, parallel and adjacent to call #5.

Being a part of the real property conveyed to William D. Castleman, Trustee, by deed from Cousins Properties of Tennessee, Inc., (with full power to mortgage, sell, transfer and convey, without the joinder of any beneficiary), of record in book 4467, page 326, and re-recorded in

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Subscribed and sworn to before me, this the 1 day of March, 19 72.

Affiant

My commission expires: 3-5-73

(Affix Seal)

Notary Public

book 4560, page 161, Register's Office for Davidson County, Tennessee.

Included in this conveyance are the following joint-user ingress and egress easements to be utilized by the owners of Lots Nos. 2 and 3, Rivergate Plaza, which plan appears of record in book 4300, page 139, Register's Office for Davidson County, Tennessee, said easements being described as follows:

EASEMENT NO. 1: Being 30' in width; beginning at a point in the northerly margin of access road to Rivergate Mall. Located N. 74 deg. 30' East, a distance of 260.0' from the easterly margin of Two Mile Pike; thence N. 18 deg. 35' West, a distance of 130.20' which describes the centerline of a 30' easement being 15' equidistant on either side. And being part of the same easement just east and adjacent to Lot No. 2 of Rivergate Plaza, recorded in book 4300, page 139, R.O.D.C., Tennessee.

EASEMENT NO. 2: Being 25' in width and running parallel to width and running parallel to access road to Rivergate Mall. Beginning at a point located N. 74 deg. 30' East, a distance of 275.0' from the east margin of Two Mile Pike (along south boundary of Rivergate Plaza) and N. 18 deg. 35' West, a distance of 117.67' to a point; thence N. 74 deg. 30' East a distance of 102.33' which described the centerline of a 25' easement being 12.5' equidistant on either side.
Being part of Lot No. 3, Rivergate Plaza, recorded in book 4300, page 139, R.O.D.C., Tennessee.

EASEMENT NO. 3. Being 25' in width, beginning at a point in the northerly margin of access road to Rivergate Mall, located N. 74 deg. 30' East, a distance of 383.5' from the east margin of Two Mile Pike; thence N. 15 deg. 30' West, a distance of 130' which describes the centerline of a 25' easement, being 12.5' equidistant either side.
Being part of Lot No. 3, Rivergate Plaza, recorded in book 4300, page 139, R.O.D.C., Tennessee.

This conveyance is made expressly subject to the following:

1. Easements and setback lines as shown on the Plan of Rivergate Plaza, of record in book 4300, page 139, Register's Office for Davidson County, Tennessee.

2. Covenants and restrictions contained in the deed of conveyance to William D. Castleman, Trustee, from Cousins Properties of Tennessee, Inc., of record in book 4467, page 326, and re-recorded in book 4560, page 161, Register's Office for Davidson County, Tennessee.

3. The grantees further agree to perpetually maintain, repair and care for (including removal of all debris therefrom) at their cost and expense one half of or to the centerline of Easement No. 1, hereinbefore described, having a width of 30 feet and easement No. 2, hereinbefore described, having a width of 25 feet. In this regard, the Grantee, its successors and assigns, hereby appoints William D. Castleman, Trustee, or any successor in interest to the balance of Tract No. 3, Rivergate Plaza, of record in book 4300, page 139, R.O.D.C., Tennessee, as their agent for the specific purpose of maintaining the ingress and egress easements hereinbefore referred to, and the said William D. Castleman, Trustee, as agent, or his successors, are authorized and empowered by the Grantee to obtain estimates and appraisals for the purpose of maintenance, upkeep, care and repairs, as hereinbefore set out, and shall charge the same to the Grantee, its successors and assigns.

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

1. The grantor reserves the right to approve the design and architectual appearances of any improvements upon said property, inclusive of buildings, signs, or any other structures. In this regard, the grantee, its successors or assigns, shall prior to the commencement of construction, submit to the grantor any architectual plans for all buildings or signs to be constructed upon said property.

2. The elevation of any buildings or improvements upon this property shall be in accordance with the overall plan of development of Rivergate Plaza, and any construction upon said property shall be in accordance with the elevations furnished by the grantor.

3. 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.

unimproved (X)
This is improved ( ) property, known as Part of Lot #3, Rivergate Plaza, Goodlettsville, 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 COMMERCE UNION BANK, its successors and assigns, forever.

And I *do covenant with the said* COMMERCE UNION BANK *that* I am *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*

And I, WILLIAM D. CASTLEMAN, TRUSTEE, *do further covenant and bind* myself, my successors and representatives, *to warrant and forever defend the title to the said land to the said* COMMERCE UNION BANK, its successors *and assigns against the lawful claims of all persons whomsoever.*

Witness my *hand this* 31st *day of* March, *19* 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

William D. Castleman, Trustee

William D. Castleman, Trustee

BOOK 4589 PAGE 536

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jnoall Watson, a Notary Public in and for said County and State, the within named William D. Castleman, Trustee,

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 31st day of March, 19 72.

Jnoall Watson, Notary Public.

Commission Expires 3-3-73.

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.....

IDENTIF. REFERENCE
APR 4 9 40 AM 72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

B 5444

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 ....., 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.....