WARRANTY DEED

(CORPORATE FORM)

BOOK 4632 PAGE 903

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Franchise Realty Inter-	Same	
(NAME) state Corporation	(NAME)	34 2
~~McDonald's Plaza~~ (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	65
Oak Brook, Illinois 60521		Pt
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

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

---One Hundred Seventy Thousand and no/100 ($170,000.00)---*DOLLARS*

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

AUG30 72 CONV 90,000.00
AUG30 72 CONV 80,000.00
AUG30 72 S'TAX A* 442.00
AUG30 72 PR'FEE A* .50
AUG30 72 M'DEED A* 10.00 * 452.50

This instrument prepared by James I. Vance Berry, Attorney, 709 American Trust Building, Nashville, Tennessee

es

have bargained and sold, and by these presents do/transfer and convey unto the said Franchise Realty Interstate Corporation, a corporation, its 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 Civil District of Davidson County, Tennessee, being Lot D of the Resubdivision of Lots D and E, Rivergate Park, of record in Book 4300, page 181, Register's Office of said County, and described as follows:
Beginning at a monument on the easterly margin of Two Mile Pike, said monument being South 18° 35' East 220 feet from the center line of Bluebird Drive, as measured along the easterly margin of Two Mile Pike, extended; thence leaving said margin North 71° 25' East 216.23 feet to an iron pin; thence eastwardly with a curve to the right, said curve having a radius of 66.50 feet, a distance of 39.56 feet to an iron pin; thence South 74° 30' East 92.52 feet to an iron pin in the northwesterly margin of an access easement; thence with the margin of said easement South 15° 30' West 104.71 feet to a point, the northeasterly corner of Lot E on said plan; thence with the common line between Lots D and E southwestwardly 278.93 feet to a point on the easterly margin of Two Mile Pike; thence with said margin North 18° 35' West 42 feet to a monument; thence with said margin North 10° 03' West 50.56 feet to a monument; thence with same North 18° 35' West 58 feet to the point of beginning.

Being part of the property conveyed to Larchwood, Inc. by deed 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.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 170,000.00

Subscribed and sworn to before me, this the 28th day of August 1972

Affiant

My commission expires: 4/25/76

Notary Public

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

1. Metropolitan, County and State taxes for the year 1972, which have been prorated.

2. Easements, setback lines and other data, as shown on map of the resubdivision of Rivergate Park, of record in Book 4300, page 181, Register's Office for said county.

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

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IDENTIF. REFERENCE

AUG 30 10 58 AM '72

FELIX Z. WILSON II 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, 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 hereinabove set forth.

And Grantor does ~~the~~ *further covenant and bind* itself, its successors and/ assigns, ~~heirs, executors, administrators and assigns~~ *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* 28th *day of* August, *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.*

COUSINS PROPERTIES OF TENNESSEE, INC.

By _____ President

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, Imogene P Etter, 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 28th day of August, 1972.

Imogene P Etter
Notary Public

Commission Expires Sept. 12, 1973

RESTRICTIONS Exhibit A

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 are being sold to Franchise Realty Interstate Corporation for the development of a McDonald's restaurant operation. However, if purchaser builds a McDonald's restaurant or use and later decides to lease ~~or~~ resell said property, for ~~a different purpose~~ the ultimate use must be compatible with the surrounding retail businesses. Types of uses prohibited for said property are as follows:

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Service Stations
Auto Supply or Repair
Mechanical, Electrical or Metal Shops
Car Wash
Laundromats
Building Supply Operations

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 way affect any of the other covenants, which shall remain in force and effect for the remainder of the term hereof.

*These provisions shall apply only to purchaser's original use of the subject premises.

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