Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
John A. Parker, T. W. Edwards and W. Glenn Pleasants 1417 Parker Place Brentwood, Tenn. 37027	Same	part of 97 35

This instrument prepared by: Boult, Cummings, Conners & Berry, 21st Floor, First American Center, Nashville, TN 37238

WARRANTY DEED

BOOK 5837 PAGE 680

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Larchwood Associates, a partnership composed of Cousins Properties of Tennessee, Inc. and Larchwood GrundstucksGesellschaft mbH, a GmbH formed under the laws of the Federal Republic of Germany (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto John A. Parker, T. W. Edwards and W. Glenn Pleasants (the "Grantees"), Grantees' heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference ("the Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

2. Conditions of the Owner's Certificate, casements, setback lines and other matters shown upon the Plan of Larchwood Commercial Subdivision, Section Two, of record in Book 5190, page 591, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $117,000.00.

Affiant

Subscribed and sworn to before me this 31st day of December, 1981.

Notary Public
My commission Expires: June 21, 1984

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

HCN

This conveyance of the Property is also made subject to the Restrictions shown in Exhibit B attached hereto and incorporated herein by reference.

This is unimproved property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantees, Grantees' heirs and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the said Grantees, their heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 32nd day of December, 1981, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

LARCHWOOD ASSOCIATES, a partnership acting by and through its general partner, COUSINS PROPERTIES OF TENNESSEE, INC.

By Henry E. Cramer Sr. V.P.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Shirley Albright Fachilla, a Notary Public of the State and County aforesaid, personally appeared Henry E. Cramer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Sr. Vice-President of COUSINS PROPERTIES OF TENNESSEE, INC., a corporation and general partner of LARCHWOOD ASSOCIATES, a partnership, the

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within named bargainor, and that he as such Sr. Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 22nd day of December, 1981.

Shirley Albright
Notary Public

My Commission Expires:

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT A

Being a parcel of land in the Second Civil District, Nashville, Davidson County, Tennessee, and being Lot 1 on the Plan of Larchwood Commercial Subdivision, Section Two, of record in Plat Book 5190, page 591, Register's Office for said County, more particularly described as follows:

Beginning at a concrete monument in the southerly margin of Percy Priest Drive, 129 feet, more or less, from the centerline of Stewarts Ferry Pike;

Thence, with a curve to the right having a central angle of 94° 34' 40", a radius of 50.00 feet and a distance of 82.54 feet to an iron pin;

Thence, with the westerly margin of Stewarts Ferry Pike, southerly with a curve to the right having a central angle of 11° 14' 09", a radius of 1,070.86 feet, and a distance of 210.00 feet to an iron pin;

Thence, leaving said Pike, S 72° 00' W, 200.00 feet to an iron pin;

Thence, N 23° 35' 30" W, 215.66 feet to a concrete monument in the southerly margin of Percy Priest Drive;

Thence, with said Drive, N 58° 29' 01" E, 152.00 feet to the point of beginning.

Containing 1.12 acres, more or less.

Being part of the property conveyed to Larchwood Associates, a partnership composed of Larchwood Grundstucksgesellschaft mbH and Cousins Properties of Tennessee, Inc., by deed from Cousins Properties of Tennessee, Inc., of record in Book 5625, page 321, and corrected by Deed of Correction of record in Book 5686, page 322, Register's Office for Davidson County, Tennessee.

EXHIBIT B

The Property is 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 Grantees, their heirs and assigns, for a period of twenty-five (25) years from and after even date herewith, 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 Nashville area. No temporary buildings shall be permitted.

In addition, all buildings or other structures erected upon the Property shall be of a design, and height, satisfactory to the Grantor. For this purpose, the Grantees, their heirs 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 the Property. 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 Property, 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 Grantees shall maintain the exterior of the Property and all landscaping at all times in a good, orderly, and neat condition.

3. All exterior signs shall be subject to the approval of the Grantor. All signs shall be located on the

DEL

face of the buildings, except that one freestanding sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

4. 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 Property at regular intervals to prevent any unnecessary accumulation thereof.

5. Adequate off-street parking shall be provided on the Property for the employees, customers, and invitees of the Grantees, as required by the off-street parking ordinances of the local government of Nashville Metropolitan Government and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

6. Water towers, storage tanks, processing equipment, cooling towers, vents, hoods, transformers, trash containers, loading docks and other loading and unloading facilities and any other like equipment and structures shall be fully screened by an opaque material compatible with the major material on the exterior of the building and hidden from the view of other lots.

7. 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.

RECEIVED
JAN 5 12 00 PM '82
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

G 7 4 1 4 7.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5837 PAGE 686

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			117000.00- CO	
			304.20 CO TX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 322.70-	
			5802A01/05/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 4 1 4 7

IDENTIF. REFERENCE

JAN 5 12 00 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 860605