Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
M. A. Borchert P.O. Box 547 Brentwood, Tennessee 37027	Same	97-13-29

This instrument prepared by: Boult, Cummings, Conners & Berry, 222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten 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 Larchwood Grundstucksgesellschaft mbH and Cousins Properties of Tennessee, Inc. (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said M. A. BORCHERT (the "Grantee"), Grantee's 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. Restrictive Covenants attached hereto as Exhibit B and incorporated herein by reference.
3. Matters shown on the plat of record in Book 6200, page 78, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

M A Borchert III
Affiant

Subscribed and sworn to before me this 9th day of July, 1984.

Notary Public
My Commission Expires: 11-1-87

07/09 275.50- CHECK

1989

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 Grantee, Grantee's 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 to warrant and forever defend the title to the Property to the said Grantee, he heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 26th day of JUNE, 1984, 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

By: Cousins Properties of Tennessee, Inc.

By: Dale R. Gilomen

Title: Vice President

STATE OF Georgia
COUNTY OF Fulton

Before me, Laura Despard, a Notary Public in and for the County and State aforesaid, personally appeared Dale Gilomen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Cousins Properties of Tennessee, Inc., a Tennessee corporation, which corporation is a general partner of Larchwood Associates, the within named bargainor, a general partnership, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of Cousins Properties of Tennessee, Inc. as general partner on behalf of the general partnership by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 26 day of June, 1984.

Laura Despard
Notary Public

My Commission Expires: 11/5/88

EXHIBIT A

Real property located in Davidson County, Tennessee consisting of Lot 1 on the recorded plan of Larchwood Commercial Subdivision Section Four, a plat of which is of record in Book 6200, page 78, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Larchwood Associates by deed of record in Book 5625, page 321, said Register's Office, and corrected by Deed of Correction of record in Book 5686, page 322, said Register's Office.

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 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.

RUSH

IDENTIF. REFERENCE

JUL 9 3 51 PM '84

FELIX A. WILSON III REGISTER
DAVIDSON COUNTY, TN

I 3 4 8 7 8

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6334 PAGE 92

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			100000.00- CAMT.	
			260.00 CSTAX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK	275.50-
1989	07/09/84		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 34878

IDENTIF. REFERENCE

JUL 9 3 51 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0051101