File Box 43

PAD SALE

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Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
P.O. Box 120729 Nashville, Tennessee 37212-0729	SAME	P.O 163-302

This instrument prepared by: Thomas D. Solomon & Associates, P.C., 2901 Wilcrest Drive, Suite 515, Houston, Texas 77042

GENERAL 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, BELL FORGE SHOPPING CENTER, LTD., a Texas limited Partnership (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said EDUCATORS CREDIT UNION of Nashville, Tennessee (the "Grantee"), Grantee's successors 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. Lien for 1986 taxes and real estate taxes for the current year which have been prorated between the parties.

2. Declaration of Protective Covenants contained in instrument of record in Book 6301, page 775, Register's Office for Davidson County, Tennessee, which make applicable Declaration of Protective Covenants of record in Book 5993, page 769, as amended in Book 6207, page 838, said Register's Office; and Easement of record in Book 6301, page 771, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 235,120.00 .

Affiant Ray Hughes

Subscribed and sworn to before me this 9th day of May, 1986.

Notary Public

My commission expires 3/11/90

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3. An owner's certificate; a 20-foot minimum building setback line around the perimeter of the Property; a 20-foot wide sanitary sewer easement across the southwest portion of the Property; a 15-foot wide drainage and public utility easement around the perimeter of the Property; and an entrance sign easement in the northwest corner of the Property, contained in a Plan of record in Book 6200, page 76, said Register's Office.

4. Lease Agreement between Bell Forge Shopping Center, Ltd., a Texas limited partnership, as Lessor, and The Kroger Co., as Lessee, of record in Book 6636, page 979, Register's Office for Davidson County, Tennessee.

5. The Property shall be subject to the following Protective Covenants (herein so called), which Protective Convenants are for the purposes of protecting the value and desirability of and shall constitute covenants running with the Property and binding upon Grantee and any subsequent grantee, owner or lessee of the Property, and upon the respective heirs, executors, administrators, devisees, successors and assigns of Grantee and any subsequent grantee, owner or lessee (collectively referred to as "Grantee" for purposes of these Protective Covenants) until January 1, 2012 and so long thereafter as there is a shopping center being operated in the real property more fully described in Exhibit "A-1" attached hereto and made a part hereof ("Adjacent Property"), and during such period of time they may be specifically enforced at equity by injunctive relief by Grantor, or any subsequent owner or owners of the Adjacent Property, its heirs, legal representatives, successors or assigns (collectively referred to as "Grantor" for purposes of these Protective Covenants).

(a) USES PERMITTED: Grantee is acquiring the Property for the purposes of constructing and operating a branch office site for a credit union branch, bank, savings and loan, or similar financial institution or for general business office space, and no other use may be made of the Property without the prior written consent of Grantor.

No use shall be permitted which is offensive by reason of odor, fumes, vibration, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive fire or explosion or use as to cause or produce a nuisance to adjacent sites, or which are in violation of any federal, state, county or municipal laws, regulations or ordinances.

(b) PLAN APPROVAL REQUIRED: Prior to construction or alteration of any building or other structure on the Property, two complete sets of building and landscaping design, plans and specifications setting forth the manner and quality of materials and workmanship (collectively "Plans") shall be submitted to

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Grantor. No building, structure, or other improvements (collectively ("Improvements") shall be constructed, altered or placed upon the Property until the location and Plans for the same shall have first been approved in writing by Grantor. If the Grantor fails to either approve or disapprove such Plans within twenty (20) days after same have been submitted, it shall be conclusively presumed that such Plans have been approved. Grantor shall not withhold approval of the proposed quality of workmanship and materials nor of the harmony of external design, size, structure, location, and finish grade elevation so long as they are consistent with that of the shopping center located on the Adjacent Property, are in conformity with these Protective Covenants, and do not differ materially with the proposed Improvements previously represented to Grantor. Grantee represents and warrants that it will cause all Improvements to be erected on the Property strictly in accordance with the Plans without any substantial deviation therefrom. No Improvements shall exceed the lesser of one story or 20 feet in height exclusive of heating, ventilation, and air condition and parapets nor shall the square footage of any Improvements exceed three thousand square feet.

(c) CONSTRUCTION STANDARDS: All buildings or other structures shall have exterior walls of glass, in part, with the remaining portion being face brick, exposed aggregate concrete, or an equivalent, permanent, architecturally finished material to finish grade. No Improvements shall be covered with sheet or corrugated aluminum or other metal, asbestos, iron or steel. Any other construction material may be used in lieu of a construction material specified herein, provided such material is determined by Grantor to be the equivalent of, or better than, the material specified above. All utility lines must be constructed underground.

(d) LOADING DOCKS: Loading docks will not be permitted to face any street. Provision must be made for handling all freight on those sides of an Improvement which does not face a street. All loading docks must be screened from public view in a manner approved in writing by Grantor prior to construction or alteration of any Improvements.

(e) LANDSCAPING: All open, unpaved space on the Property shall be planted and landscaped. A sprinkler system of approved design shall be installed in all landscaped areas. Landscaping in accordance with the Plans must be installed within thirty (30) days following the occupancy of the Improvements.

(f) SCREENING: Grantee shall not permit the keeping of garbage or trash bins, materials, equipment, incinerators, storage tanks or any other like equipment in the open or exposed to public

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view, or view from adjacent buildings. If it shall become necessary to store or keep such materials in the open, they shall be screened from view in a manner approved in writing by Grantor. Such screen shall be a height of a least equal to that of the materials or equipment being stored, but in no event less than six (6) feet in height. Adequate screening must also be provided to shield such stored materials and equipment from view from adjacent buildings. All storage shall be limited to the rear of the Property and under no circumstance shall any materials or equipment be stored within forty (40) feet of any street, without prior written consent of Grantor. All garbage, trash, rubbish, and refuse shall be kept in closed containers until removed from the Property, and such will be maintained in a manner so as to not constitute any health or fire hazard or nuisance.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, aerials, antennae, communications towers, vents, and any other structures or equipment shall be architecturally compatible or effectively shielded from public view by an architecturally sound method which shall be approved in writing by Grantor before construction or erection of such structures or equipment.

(g) SIGNS: Without Grantor's prior written approval, Grantee shall not construct any signs upon the Property. Except with such prior written approval, all signs shall be placed upon the Improvements and below the roofline of the Improvements and of a design and materials approved by Grantor. No sign of a flashing or moving character shall be installed and no sign shall be painted on any wall of any Improvement, except as may be approved in writing by Grantor. Search lights, balloons, flags, pennants, banners, streamers, and similar exterior advertising and sales promotional materials are strictly prohibited at all times.

(h) ILLUMINATION: All Improvements shall have exterior illumination facilities for their front and side walls of a power and design to be approved by Grantor prior to commencement of construction and, upon completion of the Improvements, such illumination facilities shall remain in full operation during the business hours of Grantee.

(i) MAINTENANCE: The Grantee shall keep the Property, Improvements, and landscaping in a neat, well-maintained, safe, clean and attractive condition at all times. If, in the opinion of Grantor, Grantee is failing in this duty and responsibility, then Grantor may give such Grantee, notice of such fact and Grantee must, within ten (10) days of such notice, undertake the care and maintenance required to restore the Property, Improvements, and landscaping to a safe, clean and attractive condition. Should

Grantee fail to fulfill this duty or responsibility after such notice, Grantor shall have the right and power to perform such care and maintenance, and the Grantee shall be liable for the cost of any work and shall promptly reimburse Grantor for the cost thereof. If such Grantee shall fail to so reimburse Grantor within thirty (30) days after being billed therefore by Grantor, then such cost shall be a debt of Grantee payable to Grantor, and shall bear interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum amount permitted by applicable law, and shall be a lien against the Property.

(j) INITIAL CONSTRUCTION PERIOD: In the event Grantee fails to commence construction within two hundred seventy (270) days from the date hereof, Grantor shall have the option of refunding the purchase price (less all broker's fees and costs of closing, surveys, and title costs paid by Grantor) to Grantee and enter into possession of the Property.

(k) ENFORCEMENT OF PROTECTIVE COVENANTS: Grantor shall have the right, power, and authority to enforce any and all of the covenants and conditions set forth in these protective covenants against any person or persons violating or attempting to violate the same. Grantor or any other party for whose benefit these covenants shall run may enter proceedings at law or in equity to restrain any violation of protective covenants and to recover damages for the breach or violation thereof. Notwithstanding any express or implied term or provision hereof, Grantor shall never be obligated to enforce any provision hereof and failure to do so shall never be grounds for any liability for or recovery of any damages against Grantor nor shall any failure to so act be a bar to any future enforcement. In any proceeding to enforce or restrain the violation of these protective covenants or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties in such amount as may be fixed by the court in such proceedings.

Grantor may from time to time, at any reasonable hour or hours enter and inspect the Property to ascertain compliance herewith. The failure of Grantor or any other party to enforce any provisions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other provision.

Grantor shall have the right to enforce, by any proceeding at law or in equity, all restrictions, convenants, conditions, and reservations now or hereafter imposed by the provisions of these protective covenants and Grantee shall not urge as a defense that Grantor has inadequate remedy at law and as much as all parties acknowledge that violation of these protective covenants shall

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result in immediate and irrepairable harm for which money damages alone are not adequate.

(l) SEVERABILITY: Invalidation of any one or more of these foregoing protective covenants, restrictions, conditions or changes shall not affect the validity of any other covenant, restriction, condition or charge set forth herein, but shall remain in full force and effect for all purposes.

(m) TERMINATION OF COVENANTS: Each condition and covenant in these protective covenants shall continue until January 1, 2012, and so long thereafter as there is a shopping center operated on the Adjacent Property. These Protective Covenants may be extended on or before the termination of the use of the shopping center operated on the Adjacent Property by the recordation of a written statement in the appropriate real property records of Davidson County, Tennessee executed and acknowledged by all holders of record title to the Property and the Adjacent Property agreeing to extend these Protective Covenants for a period set forth therein.

This is improved 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 successors and assigns, forever.

And Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by it, except to the extent otherwise set forth in this Deed.

And Grantor does further covenant and bind itself, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 6th day of May, 1986, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

BELL FORGE SHOPPING CENTER, LTD.,
a Texas limited partnership

By First Mortgage Investment Association, Inc.,
general partner

By _____
Vincent J. Salvagio, President

By Savage I International, Inc.,
general partner

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By _____
Vincent J. Salvagio, President

By _____
Vincent J. Salvagio,
general partner

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Vincent J. Salvagio, 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 President of First Mortgage Investment Association, Inc., general partner of Bell Forge Shopping Center, Ltd., a Texas limited partnership, organized and existing under the laws of the State of Texas, and that he, as President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of such General Partner by himself as President.

WITNESS my hand and seal of office in the County of Harris, State of Texas, this 6th day of May, 1986.

Laura Davenport
Notary Public in and for the
State of Texas

(Seal)

My Commission Expires:
03-18-89

LAURA DAVENPORT
Notary Public, State of Texas
My Commission Expires March 18, 1989

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Vincent J. Salvagio, 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 President of Savage I International, Inc., general partner of Bell Forge Shopping Center, Ltd., a Texas limited partnership, organized and existing under the laws of the State of Texas, and that he, as President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of such General Partner by himself as President.

WITNESS my hand and seal of office in the County of Harris, State of Texas, this 6th day of May, 1986.

Laura Davenport
Notary Public in and for the
State of Texas

(Seal)

My Commission Expires:
03-18-89

LAURA DAVENPORT
Notary Public, State of Texas
My Commission Expires March 18, 1989

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THE STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, of the State and County aforesaid, personally appeared Vincent J. Salvagio, 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 general partner of Bell Forge Shopping Center, Ltd., a Texas limited partnership, organized and existing under the laws of the State of Texas, and that he, as such general partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing his name as general partner.

WITNESS my hand and seal of office in the County of Harris, State of Texas, this 6th day of May, 1986.

Laura Davenport
Notary Public in and for the
State of Texas

LAURA DAVENPORT
Notary Public, State of Texas
My Commission Expires March 18, 1989

(Seal)

My Commission Expires:
03-18-89

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SURVEYOR'S DESCRIPTION

BELL FORGE COMMERCIAL PARK

RESERVE PARCEL

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the south east, and north by Bell Forge Commercial Park and on the west by Mt. View Road, more particularly described as follows:

BEGINNING at a point in the southeasterly return curve at the intersection of Bell Road and Mt. View Road;

THENCE, along the easterly margin of Mt. View Road, S 53° 50' 44" E, 58.23 feet;

THENCE, with a curve to the right along said road having a central angle of 32° 01' 17", a radius of 611.81 feet and a distance of 341.93, the point of beginning of the herein described property;

THENCE, leaving the easterly margin of Mt. View Road, N 75° 08' 10" E, 82.98 feet;

THENCE, with a curve to the right having a central angle of 90° 00' 00", a radius of 15.00 feet and a distance of 23.56 feet;

THENCE, S 14° 51' 50" E, 140.00 feet;

THENCE, S 75° 08' 10" W, 98.84 feet to a point on the easterly margin of Mt. View Road;

THENCE, with a curve to the left having a central angle of 14° 33' 18", a radius of 611.81 feet and a distance of 155.42 feet to the point of beginning.

Containing 0.34 Acres or 14,695 Sq. Ft. more or less.

D36:jj
05-06-86

Exhibit "A"

SURVEYOR'S DESCRIPTION

BELL FORGE COMMERCIAL PARK

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the north by Bell Road, on the west by Mt. View Road, and on the south and east by Bell Forge Lane, more particularly described as follows:

BEGINNING at a point in the southerly margin of Bell Road at the intersection of said road and Bell Forge Lane;

THENCE, with a curve to the right having a central angle of 88° 01' 14" a radius of 25.00 feet, and a distance of 38.41 feet to a point in the westerly margin of Bell Forge Lane;

THENCE, with a curve to the right along said lane having a central angle of 13° 10' 29", a radius of 996.39 feet, and a distance of 229.11 feet;

THENCE, S 14° 50' 31" E, 423.49 feet;

THENCE, with a curve to the right along said lane having a central angle of 86° 00', a radius of 420.00 feet, and a distance of 630.41 feet;

THENCE, S 71° 09' 29" W, 208.20 feet;

THENCE, with a curve to the right having a central angle of 94° 39' 25", a radius of 25.00 feet, and a distance of 41.30 feet to a point in the easterly margin of Mt. View Road;

THENCE, with a curve to the right along said road having a central angle of 15° 28' 45", a radius of 725.74 feet, and a distance of 196.07 feet;

THENCE, N 01° 17' 39" E, 178.09 feet;

THENCE, with a curve to the left having a central angle of 08° 33' 48", a radius of 611.81 feet, and a distance of 91.44 feet;

THENCE, N 75° 08' 10" E, 98.84 feet;

THENCE, N 14° 51' 50" W, 140.00 feet;

THENCE, with a curve to the left having a central angle of 90° 00' 00", a radius of 15.00 feet, and a distance of 23.56 feet;

THENCE, S 75°, 08' 10" W, 82.98 feet;

THENCE, with a curve to the left having a central angle of 32° 01' 17", a radius of 611.81 feet, and a distance of 341.93 feet;

THENCE, N 53° 50' 44" W, 58.23 feet;

THENCE, with a curve to the right having a central angle of 123° 02' 39", a radius of 25.00 feet, and a distance of 53.69 feet to a point in the southerly margin of Bell Road;

THENCE, N 69° 11' 55" E, 471.65 feet along said road;

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"A-1"

THENCE, with a curve to the left having a central angle of 05° 14' 09", a radius of 1,712.14 feet, and a distance of 156.46 feet to the point of beginning.

Containing 12.91 Acres or 562,534 Sq. Ft., more or less.

IDENTIFICATION REFERENCE
00201
MAY 13 12 21 PM '86
FELIX Z. WILSON
DAVIDSON COUNTY, TN

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