Bot 32

RE-RECORD

BOOK 7261 PAGE 802

KBSRE00019 02/05/86

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (KBS)
2700 First American Center
Nashville, Tennessee 37238

SPECIAL WARRANTY DEED

BOOK 6779 PAGE 877

Address New Owner(s)	Send Tax Bills To	Map Parcel Number(s)
Commerce Union Bank 800 Main Street Nashville, TN 37206	Same	Map 142 Parcel 270

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Michael H. Clark ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto Commerce Union Bank, a Tennessee corporation ("Grantee"), its successors, and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Being a parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, lying south of U.S. Highway 70 S, and east of Old Hickory Boulevard, and further being Lot 5 of the Plan of Bellevue Valley Plaza as of record in Book 6250, page 271, Register's Office for Davidson County, Tennessee;

Beginning at a point in the southerly margin of U.S. Highway 70 S, being the common northerly corner between the property herein conveyed and Lot 2, as shown on said Plan, and further being located 457.27 feet easterly from the centerline of Old Hickory Boulevard;

Thence, North 64° 47' East, 255.50 feet to the west line of said Lot 2, as shown on said Plan;

Thence, with the westerly line of said Lot 2, South 25° 13' East, 163.00 feet;

Thence, South 64° 47' West, 255.50 feet;

Thence, North 25° 13' West, 163.00 feet to the point of beginning.

Containing .96 acres, more or less.

Being part of the same property conveyed to Grantor by deed from Romey R. Suggs, of record in Book 6409, page 455, said Register's Office and by deed from James Marion Moody and wife, Betty Hows Moody, of record in Book 6409, page 451, said Register's Office.

Together with all easements, rights, and rights-of-way appurtenant thereto, including, but not limited to, those rights and easements benefiting the hereinabove described property set forth in that certain Declaration of Easements and Restrictions of record in Book 6457, page 802, said Register's Office, as amended by Amendment to Declaration of Easements and Restrictions as of record in Book 6577, page 224, said Register's Office.

Said property is unencumbered except as follows:

1. Taxes for 1986, which have been prorated and assumed by Grantor.

2. Matters shown on the Plan of Bellevue Valley Plaza of record in Book 6250, page 271, said Register's Office.

3. Declaration of Easements and Restrictions of record in Book 6457, page 802, said Register's Office, as amended by Amendment to Declaration of Easements and Restrictions of record in Book 6577, page 224, said Register's Office.

The hereinabove described property is conveyed subject to the following restrictions which shall be covenants running with the land for the benefit of the owner or owners of Lots 2, 3 and 4 as shown on said Plan:

(a) No buildings, improvements, or other structures shall be constructed on the property conveyed herein, no changes, modifications or additions shall be made thereto, and no buildings or structures replaced with any new buildings or structures unless Grantor, its successors and assigns as owners of Lots 2, 3 and 4 as shown on said Plan shall have first approved (A) the location thereof on the said property and the location of all supporting or incidental facilities, such as trash disposal facilities, landscaping and above-ground utility facilities, and (B) the exterior design and appearance of any such building, structure, improvement, addition, or alteration;

(b) No part of the said property shall be used for any purpose other than a full-service commercial branch bank for a period of 30 years without the prior written consent of Grantor, its successors and assigns as owners of Lots 2, 3 and 4, as shown on said Plan.

Grantor hereby covenants and agrees for himself, his successors and assigns, that for a period of 30 years, or for so long as the property hereinabove described is used as a commercial bank, whichever shall be shorter, no part of Lots 2, 3, or 4, as shown on said Plan, shall be used as a commercial bank, except a single automated teller machine will be permitted on Lot 2, as shown on said Plan, in a location that will be designated by the owner thereof. The covenant contained in this paragraph shall be a covenant running with the land for the benefit of the Grantee, its successors and assigns, as owner of the hereinabove described property.

Teresa F. Clark, wife of Michael H. Clark, executes this instrument for the purpose of acknowledging and consenting to this conveyance, including the transfer of any property interest that may have accrued to her by reason of her marriage to Grantor, and hereby quitclaims and conveys to Grantee any interest she may have in the property described herein.

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 and assigns, forever. Grantor does covenant with the said Grantee that he is lawfully seized and possessed of said land in fee simple, has good right to convey it, and the same is unencumbered, except as set forth herein. Grantor does further covenant and bind himself, his successors and assigns, to warrant and forever defend the title to said property to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

WITNESS Grantor's hand and the hand of Grantor's spouse this 7th day of February, 1986.

Michael H. Clark
MICHAEL H. CLARK

Teresa F. Clark
TERESA F. CLARK

RE-RECORD BOOK 7261 PAGE 804

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 6779 PAGE 873

The actual consideration for this transfer or value of property (whichever is greater) is $475,000.

Ronald L. Moon, A.V.P., Property Mgr.
Affiant

Sworn to and subscribed before me this 7th day of February, 1986.

Eugenia Hines
Notary Public

My Commission Expires:
April 17, 1988

EUGENIA HINES NOTARY PUBLIC DAVIDSON CO. TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Michael H. Clark, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of February 1986.

Eugenia Hines
Notary Public

My Commission Expires:
April 17, 1988

EUGENIA HINES NOTARY PUBLIC DAVIDSON CO. TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before, the undersigned, a Notary Public in and for the State and County aforesaid, Teresa F. Clark, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of February 1986.

Eugenia Hines
Notary Public

My Commission Expires:
April 17, 1988

EUGENIA HINES NOTARY PUBLIC DAVIDSON CO. TENN.

7.49 30

IDENTIFICATION REFERENCE

FEB 7 4 03 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RE-RECORD BOOK 7261 PAGE 805

EXHIBIT A

Commerce Union Bank

May 29, 1987

Mr. Felix Z. Wilson II
Registrar of Deeds
103 Court House
Nashville, Tn. 37201

Project: Bellevue Branch Office - Commerce Union Bank
7043 Hwy. 70 South, Nashville, Tn. 37221

Case: # 98 B-55 and 87 B-55
Map: #142
Parcel: #270
District: # 35

Subject: Door sizes to Mechanical Rooms

To whom it may concern:

In reference to the above mentioned project, CUB is aware that the door openings in the mechanical unit enclosing walls is not large enough to remove the mechanical units in whole. Removal of the mechanical units "in whole" will require removal of a section of the inside wall and/or ceiling at a later time.

Sincerely,

Robert S. Moon
Property Manager
Commerce Union Bank

Copy to: Manley Biggers, Assistant Director, Codes Administration
Metro Howard Building, 700 Second Ave. South
Nashville, Tn. 37201

3.4.0.4.8.

IDENTIFICATION REFERENCE

JUN 8 3 01 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

800 Main Street, Nashville, Tennessee 37206