Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
First Union National Bank of Tennessee 1426 - TN: FIRST UNION CENTER CHARLOTTE, NC 28288	142-300	Same
This instrument prepared by: Boult, Cummings, Conners & Berry 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Bellevue Associates, a Tennessee general partnership (the "Grantor") has bargained and sold, and by these presents transfers and conveys to First Union National Bank of Tennessee (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described as follows (the "Property"):

> Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of Resubdivision of Lot No. 7, Bellevue Center, as of record in Book 7900, page 493, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.
>
> Being a portion of the property conveyed to Bellevue Associates by deeds of record in Book 5223, page 743 and Book 5598, page 789, Register's office for Davidson County, Tennessee.

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. Drainage Easement of record in Book 5201, page 153, Register's Office for Davidson County, Tennessee.

3. Underground Utility Easement of record in Book 9138, page 175, Register's Office for Davidson County, Tennessee.

4. All matters shown on the Plan of Resubdivision of Lot No. 7, Bellevue Center, of record in Book 7900, page 493, 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 $941,985.00.

Michael D Roberts
Affiant

Subscribed and sworn to before me this 25th day of August, 1994.

Jo Ann Smith
Notary Public
My Commission Expires: 1/22/95

JO ANN SMITH NOTARY PUBLIC AT LARGE

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5. All building and zoning laws and ordinances of the City of Nashville, Tennessee, and any State, County or Federal regulations affecting the Property, its use or occupancy.

6. Those certain restrictive covenants set forth in Exhibit A attached hereto relating to the use, occupancy and improvement of the Property (the "Restrictions"), which restrictions shall be effective from the date hereof, shall run with the land, shall be enforceable against Grantee, its successors and assigns, as owner of the Property, and shall inure to the benefit of, and be enforceable by, Grantor, its successors and assigns.

This is unimproved property.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

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

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 24th day of August, 1994.

BELLEVUE ASSOCIATES, a Tennessee partnership

By: The Taubman Realty Group Limited Partnership, a Delaware limited partnership, Managing Partner

By: Taubman Centers, Inc., Managing General Partner

By: _____
Gerald R. Poissant

Title: Authorized Signatory

STATE OF ~~TENNESSEE~~ MICHIGAN
COUNTY OF Oakland

Personally appeared before me, Carole A. Powell, Notary Public, Gerald R. Poissant with whom I am personally acquainted and who acknowledged that ____ executed the within instrument for the purposes therein contained, and who further acknowledged that he is Authorized Signatory of Taubman Centers, Inc., Managing General Partner of The Taubman Realty Group Limited Partnership, a Delaware limited partnership, Managing Partners of Bellevue Associates, said limited partnership being authorized to execute this instrument on behalf of Bellevue Associates.

WITNESS my hand, at office, this 24th day of August, 1994.

Carole A. Powell
Notary Public

My Commission Expires: 7/19/98

CAROLE A. POWELL
Notary Public, Oakland County, MI
My Commission Expires July 19, 1998

CAROLE A. POWELL NOTARY PUBLIC OAKLAND CO. MICH.

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EXHIBIT A
RESTRICTIONS

i The Property is part of a larger project that encompasses certain neighboring and adjacent properties (the "Development") including a regional retail shopping center known as Bellevue Center. After conveyance of the Property to Grantee, Grantor (its successors and assigns) will continue to have a substantial interest in the ownership and operation of other properties within the Development. Accordingly, Grantor desires to ensure that the Property will be used in a manner consistent with the Development and not in a manner that would injure or adversely affect the other properties or operations in the Development. In furtherance of these legitimate objectives, Grantee agrees that the use and occupancy of the Property shall be restricted to the development and operation of a branch banking facility providing those services and facilities which are, from time to time, normal and customary for branch banks which are located adjacent to regional retail shopping centers. If the practice of branch banking by commercial banks is discontinued, or if, due to changed circumstances, the Property is no longer suited to use as a branch bank, or if the Property is sold, it may be used for any other type of financial institution, professional offices, or commercial offices (the "Permitted Uses"), provided the Property complies with all applicable municipal parking requirements and all parking requirements of that certain Construction, Operation and Reciprocal Easement Agreement, dated as of December 1, 1988, by and among Bellevue Associates, a Tennessee general partnership, Mercantile Properties, Inc., The Castner-Knott Dry Goods Co., Dillard Department Stores, Inc. and Construction Developers, Incorporated, of record in Book 7762, page 492, Register's Office for Davidson County, Tennessee, (the "REA"). The Property shall not be used for any purpose other than the Permitted Uses, without the express prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. Grantee and Grantor hereby acknowledge and agree that Grantee's acceptance of the foregoing restrictions is a material inducement to Grantor to convey the Property to Grantee, by virtue of Grantor's need to protect the legitimate expectations more particularly described above.

ii Any buildings or structures located on the Property shall not exceed one (1) level above grade and no more than twenty-eight (28) feet in height. All mechanical equipment associated with the building shall be architecturally screened from the public view. The maximum floor area of the building to be located on the Property shall not exceed 5,100 square feet without the prior written consent of Grantor, which consent shall not be unreasonably withheld or delayed. The parking area on the Property shall be configured in accordance with the Site Plan as approved by Grantor and shall comply with local codes requirements. Grantee shall not permit its employees to use the parking lots located within the Bellevue Center which are located in the vicinity of the Property and shall encourage its customers to use parking spaces to be provided for their use upon the Property;

iii Prior to submittal by Grantee of a site plan or other plans or specifications to any governmental agency (including any zoning agency or authority) for approval, and prior to any grading of the Property and/or commencement of any construction on the Property at any time, including any improvements being made in connection with restorations or additions, or in connection with any alterations or changes to then-existing improvements, Grantee shall submit to Grantor reproducible design drawings, including a preliminary grading and drainage plan for the Property and preliminary site plans, exterior architectural plans (including color scheme and materials), landscaping plans, irrigation plans, lighting plans, and sign plans (the "Preliminary Plans") for any and all improvements to be located upon the Property or any and all alterations or changes thereto (excluding interior alterations, which may be made without approval, provided no change in the Permitted Uses of the Property is occasioned thereby) for Grantor's prior written approval, which written approval must be obtained before Grantee submits any of the Preliminary Plans, or any other plans relating to the Property, to any governmental agency for approval. Grantor shall respond (whether in the form of an approval, disapproval, or conditional approval) to any such submission within fifteen (15) days after receipt thereof. After Grantor has issued its written approval of the Preliminary Plans, Grantee may submit the Preliminary Plans to any governmental agency for approval. After the Preliminary Plans are approved by the appropriate governmental agency, Grantee shall submit to Grantor a final reproducible grading and drainage plan for the Property and final reproducible site plans, building plans, exterior architectural plans (including color schemes and materials), landscaping plans, irrigation plans, lighting plans, and signage plans for the construction of any and all improvements to be located upon the Property and any and all alterations or changes thereto (the "Final Plans"), for Grantor's prior written

approval, which approval must be obtained prior to the commencement of any such construction, alterations or changes. All such plans to be submitted to Grantor shall be prepared in conformance with Grantor's Specifications for Development of Peripheral Property dated June, 1991 as revised and supplemented from time to time and shall contain all information, data, and drawings required thereby. No material deviations or changes in or from such plans as approved by Grantor shall be made without the prior written consent of Grantor, which consent shall not be unreasonably withheld. All buildings, structures, and other improvements to the Property (and all restorations thereof and additions, alterations or changes thereto) shall be constructed or made in accordance with the Final Plans as approved by Grantor. Grantor shall not be responsible for any defects in any such plans, or in any buildings, structures, or improvements constructed or made in accordance with any such plans;

iv Grantor hereby reserves a non-exclusive, perpetual easement for the installation and maintenance of utilities (i.e., water, storm and sanitary sewers, electricity, gas and telephone) on, over, under and across the easement areas shown on the Plat. The foregoing easements shall be for the benefit of the owners of the Lots in Bellevue Center (including, without limitation, Grantor and the owners of the other land which is located within the Bellevue Center development). Grantor agrees to be responsible for the installation, maintenance, repair and replacement of any facilities installed by it, including the restoration of Grantee's property,, or on its behalf, in the above easement area(s) and to perform, or cause to be performed, the same, after reasonable notice to Grantee, as expeditiously as possible with minimal interference and inconvenience with Grantee's use of the Property, and without causing a stoppage of business;

v Grantor hereby reserves a non-exclusive, perpetual easement for ingress and egress on, over and across the Property conveyed herein for vehicular and pedestrian traffic at entrances and exits designated on Grantee's final site plan or such substitute locations at the boundary lines of the Property as are mutually approved by Grantor and Grantee so as to permit the free flow of traffic to and from the adjoining properties for the benefit of the adjoining property owners, their successors, assigns, heirs, representatives, agents, licensees, invitees, tenants and customers;

vi Grantor hereby reserves a non-exclusive, perpetual easement on, over and across the Property for the natural surface drainage of water from the surrounding lands in the drainage easements shown on the Plat. The foregoing easements shall be for the benefit of the owners of the Lots in Bellevue Center (including, without limitation, Grantor). Grantee hereby agrees not to change or alter the grade of the Property without Grantor's written consent (as provided in paragraphs (iii) and (v) hereof);

vii There shall be no barriers or signs located on or near the outer perimeter of the Property so as to preclude the free flow of traffic from the adjoining property or to block or impair the visibility of Bellevue Center from any road;

viii In connection with its development of the Property, Grantee shall install underground sprinkling of the green areas, and shall use underground electrical, telephone and other utility service. Grantee shall, at its expense, grade the Property according to its plans (as approved by Grantor) and remove all excess earth from the site; provided, however, that, if in this connection, any landscaping previously done to the Property by Grantor shall be damaged or destroyed, the same shall be repaired or replaced by Grantee at its expense.

ix Grantee shall not make material alterations, restorations or additions to any building now or hereafter located on the Property, or changes in exterior color or materials, or changes in any other site improvement, or changes in the grade of the Property unless, at least thirty (30) days before any such work is to be commenced, Grantor will have issued its written approval of the exterior design and site plans for such alterations, additions, improvements, restorations, or changes; provided, however, the foregoing will, in no event, apply to maintenance work and repairs.

x Grantee shall maintain the exterior of the buildings and structures located on the Property and the landscaping, parking areas and driveways in a clean and neat condition equal to or better than the standard of maintenance then in effect at Bellevue Center.

In the event Grantee shall fail to comply with the foregoing, Grantor shall have the right, but not the obligation, to enter upon the Property and perform such maintenance obligations, if Grantee fails to commence such maintenance within thirty (30) days after written notice from Grantor, or if Grantee commences such work but fails to complete the same within a reasonable time thereafter. Any and all expenses incurred by Grantor in the performance of any work permitted pursuant to the foregoing shall be paid by Grantee immediately after written demand therefor from Grantor;

xi No signs, decals, placards, flashing, moving or hanging lights, lettering (other than special lettering required by Regulatory Authorities), or any other advertising matter of any kind or description (collectively, the "signs") shall be constructed, installed or placed anywhere within the Property unless Grantor first approves the same, in writing. Grantor's approval rights shall extend to all aspects of the signs, including the dimensions, material, content, location, quality, color, design and number of the same. The restrictions set forth in this sub-paragraph (xi) shall apply to all signs on the Property, whether the same are located outside of the building to be constructed on the Property, on the exterior of such building, or within the interior of such building (if visible from anywhere outside of the building), and whether the same are temporary or permanent in nature;

xii From and at all times after the date of this Agreement, Grantee shall (a) cooperate and join in with Grantor, at Grantor's sole cost and expense, in any platting of the Property or any part thereof, including without limitation, by signing any and all petitions, applications, plats or other instruments required by Grantor and/or attending any and all public hearings, and (b) not hinder or object to any such platting. The foregoing contemplates the good faith cooperation of Grantee as and to the extent Grantor shall deem necessary and/or desirable to facilitate such platting;

xiii Grantee's only access to the Property shall be from the ring road of the Bellevue Center, which road provides access to US Highway 70. In order to provide suitable maintenance and repair for the ring road and other exterior common areas which provide benefit to the Property, Grantee shall pay to Grantor (or its successors or assigns, who may assume the maintenance of the ring road), in the manner hereinafter provided, an annual charge initially equal to Eight Hundred and No/100 Dollars ($800.00) per acre of land contained in the Property, which shall be deemed to be Grantee's proportionate share of all costs and expenses of any kind and nature paid or incurred by Grantor, or its successors or assigns, in operating, policing and protecting, lighting, repairing, replacing and maintaining those portions of the common areas which are exterior to the shopping center buildings, as the term "Common Areas" is defined in the REA.

This annual charge shall be calculated on a calendar year basis. Accordingly, Grantee may, depending on the date hereof, pay only a prorated portion of any annual charge for the first calendar year in which Grantee owns the Property, which first year's charge shall be due and payable at the time Grantee commences construction on the Property, such commencement being the date of the issuance of a Grading Permit to Grantee. This charge will be adjusted annually on a prospective basis on January 1 of each year by a percentage equal to the lesser of (i) fifteen percent (15%) of the previous year's charge or (ii) the percentage increase actually incurred by Grantor or its successors or assigns in connection with the maintenance of said exterior Common Areas during the preceding calendar year. Grantor will provide Grantee with a detailed report each year supporting any increases which are made in the maintenance charge. Such charge shall be paid by Grantee within twenty (20) days after receipt of a statement from Grantor setting forth the amount due to Grantor pursuant to the foregoing.

xiv In the event Grantee shall not have commenced and thereafter diligently pursued construction of a building on the Property within eighteen (18) months from the date hereof, then Grantor may, at its sole option, repurchase all of the Property for an amount equal to the purchase price for the Property that Grantee has paid to Grantor (as such purchase price is shown on the Closing Statement executed by Grantee and Grantor in connection with the sale of the Property to Grantee) plus interest on such amount from the date of the closing of the sale to Grantee to the date of repurchase, calculated at a rate which is equal to the prime or index rate of Grantee in effect from time to time during such period. For purposes of this paragraph (xiv), the phrase "commencement of construction" shall mean the

installation of footings for the building to be constructed on the Property. Notwithstanding the foregoing, if Grantee is prevented from commencing construction for reasons beyond its control, including (without limitation) strikes, lack of readily available materials, extreme weather, and unavoidable casualty, then said eighteen (18) month period shall be extended for an additional length of time equal to that period by which the commencement of construction shall actually have been delayed by causes beyond Grantee's control. If Grantee has not commenced construction as reasonably determined by Grantor, Grantor shall have the right to exercise this option to repurchase by giving written notice thereof to Grantee within ninety (90) days after such eighteen (18) month period, or additional period arising from delays from causes beyond Grantee's control, shall have expired, or within ninety (90) days after Grantee fails to continuously and diligently pursue such construction after it has commenced the same. Said written notice is to be given by certified mail (return receipt requested), postage charges prepaid, and addressed to Grantee at the address set forth above, or such other address as Grantee may, from time to time, in writing, advise Grantor. In the event of such repurchase, the real estate taxes and special assessments on the Property payable for the year in which Grantor purchases the Property pursuant to this Option shall be prorated, and all taxes and assessments for all years prior thereto, shall be paid by Grantee. Upon receipt of said purchase price from Grantor (which amount shall be paid within sixty (60) days after the notice of exercise of said Option is given), Grantee shall convey the Property to Grantor, by Special Warranty Deed, free and clear of any liens or encumbrances placed or suffered thereon by Grantee (or its successors or assigns). Grantor shall pay the cost of the real estate transfer tax, and all fees required to be paid for recording the Deed. If Grantor does not provide Grantee with said written notice as set forth above, this Option to purchase shall terminate absolutely and Grantor will, upon request, execute and deliver to Grantee a release evidencing such termination. Once Grantee has commenced construction in the manner set forth herein, it shall diligently pursue such construction until completion. If Grantee does not diligently pursue such construction to completion, notwithstanding the fact that commencement of construction has been satisfied in Grantor's reasonable discretion, Grantor may, in all events, avail itself of any and all remedies at law and/or in equity, including, without limitation, the right to bring an action for damages against Grantee;

xv In the event that, at any time prior to the earlier of (a) the expiration of fifty (50) years following the sale of the Property to Grantee, or (b) the date upon which Bellevue Center ceases to be operated as a regional retail shopping center, Grantee desires to sell, transfer or convey the Property and/or any interest therein and/or any improvements thereon or any part thereof (separately and collectively referred to as the "Property Interest(s)"), Grantee shall, prior to its offering the Property Interest(s) to any other person or entity, give Grantor written notice of such desire (the "Notice"), which Notice shall constitute the offer of Grantee to sell the Property Interests to Grantor at its fair market value.

Following the giving of this Notice, the parties shall meet together and attempt in good faith to agree upon the fair market value of the Property Interest(s). If they are successful in reaching an agreement, they shall memorialize this fact by written memorandum to be signed and dated by each of them, which memorandum shall establish the fair market value of the Property Interest(s).

In the event Grantee and Grantor are unable to agree upon the fair market value of the Property Interest(s) within thirty (30) days after the giving of the Notice, Grantee may have the Property Interest(s) appraised by an MAI appraiser of its selection and at its expense. Upon this appraisal being completed, Grantee shall tender a copy of the same to Grantor which tender shall constitute Grantee's proposal of the fair market value of the Property Interest(s). Notwithstanding the foregoing, if Grantee has had the Property Interest(s) appraised by an MAI Appraiser within ninety (90) days before the date of the Notice, Grantee may, at its option, tender that appraisal as its proposal of the fair market value of the Property Interest(s), in lieu of having a new appraisal made. If Grantor agrees that the appraisal represents the fair market value of the Property Interest(s), it shall notify Grantee to this effect within twenty (20) days following its receipt of the appraisal and the fair market value of the Property Interest(s) shall be deemed to have been established. If Grantor does not believe the appraisal represents the fair market value of the Property Interest(s), it shall notify Grantee of this fact, again within the twenty (20) day period aforesaid. Grantor shall then have the Property Interest(s) appraised by an MAI appraiser of its selection and at its expense. Upon Grantor's appraisal being completed, it shall tender a copy of the same to Grantee as its proposal of the fair market value

of the Property Interest(s). If the fair market value of the Property Interest(s) as reflected by Grantor's appraiser is eighty percent (80%) or more of the fair market value of the Property Interest(s) as reflected by Grantee's appraisal, the two appraisals shall then be averaged and the average of these appraisals shall be deemed to establish the fair market value of the Property Interest(s).

If the fair market value of the Property Interest(s) as reflected by Grantor's appraisal is less than eighty percent (80%) of the fair market value of the Property Interest(s) as reflected by Grantee's appraisal, the two appraisers shall be requested to jointly name a third MAI appraiser who shall appraise the Property Interest(s) independently of either Grantee's appraiser or Grantor's appraiser and establish his own opinion as to the fair market value of the Property Interest(s). The cost of this third appraisal shall be equally divided between the parties. Upon the third appraisal being completed, the values of the Property Interest(s) from the two appraisals which are closest together, shall be averaged and this average shall be deemed to constitute the fair market value of the Property Interest(s).

Grantor shall have forty-five (45) days from the date on which the fair market value of the Property Interest(s) has been established within which to accept or reject the offer of Grantee to sell the Property Interest(s) to it. In the event Grantor elects to purchase the Property Interest(s) for its fair market value as so established, it shall notify Grantee of this election within such forty-five (45) day period and the transfer or conveyance of the Property Interest(s) to Grantor shall be completed by special warranty deed, free and clear of any liens or encumbrances placed or suffered thereon by Grantee (or its successors or assigns). Real estate taxes and special assessments on the Property Interest(s) payable for the year in which Grantor purchases the Property Interest(s) pursuant to this option, shall be prorated and all taxes and assessments for all years prior thereto shall be paid by Grantee. Grantor shall pay the cost of the real estate transfer tax and all fees required to be paid for recording the deed.

In the event Grantor does not notify Grantee of its intention to accept Grantee's offer to sell the Property Interest(s) to it within such forty-five (45) day period, then Grantee shall be free to sell, transfer or convey the property to any other person or entity of its choosing (subject to the terms and provisions of these restrictive covenants) for a period of two (2) years commencing on the date on which Grantor rejects the offer from Grantee. This right shall lapse at the end of such two year period and if, at any time thereafter, Grantee again desires to sell the Property Interest(s), it shall give a new notice of its desire to sell the same and the fair market value of the Property Interest(s) shall be again established following all of the procedures set forth in this subsection.

During the forty-five (45) day period in which Grantor has the right to purchase the Property Interest(s), Grantee shall not offer to sell or convey the Property Interest(s) to any other person or entity. In addition, during such forty-five (45) day period, Grantee shall cooperate with Grantor and provide such information to Grantor as Grantor may reasonably require in order for it to determine whether to accept or reject the offer from Grantee;

xvi In the event that, at any time other than during the two (2) year period following the appraisal of the Property pursuant to the provisions of subsection (xv) above, Grantee receives an offer, at any time prior to the earlier of (i) the expiration of fifty (50) years following the sale of the Property to Grantee, or (ii) the date upon which Bellevue Center ceases to be operated as a regional retail shopping center, to purchase, transfer or convey the Property Interest(s) (excluding a merger or consolidation of the Holding Company, with which Grantee is affiliated, with and/or into another Holding Company or other corporation or entity), which offer Grantee shall desire to accept, then Grantee shall first offer to Grantor the right to acquire the Property Interest(s) at the same price and upon the same terms and conditions as those set forth in any such offer made to Grantee for the purchase or transfer of the Property Interest(s), which Grantee deems to be acceptable. Grantee shall provide Grantor with written notice of the name of the proposed transferee and the terms and conditions of any offer to acquire the Property Interest(s) which Grantee receives. Grantor shall have twenty (20) days from the date on which it receives such written notice in which to exercise its rights under this paragraph. In the event that Grantor elects to acquire the Property Interest(s) pursuant to the terms set forth in such notice, then Grantor shall notify Grantee of such intent within twenty (20) days from the date on which Grantor receives the notification of the proposed transfer from

Grantee. In the event Grantor does not notify Grantee of its intention to acquire the Property Interest(s) within the specified time period, then Grantee shall have the right, subject to the terms and conditions of paragraph (xv) above, to sell or transfer the Property Interest(s) to the proposed transferee, but only upon the same terms and conditions as are set forth in the notice to Grantor. Failure by Grantor to exercise any of its rights granted under this paragraph (p) shall not extinguish, nor be deemed to constitute a waiver of the right of first refusal granted hereunder in connection with any subsequent sales, transfers or conveyances of the Property Interest(s) by Grantee or its successors or assigns;

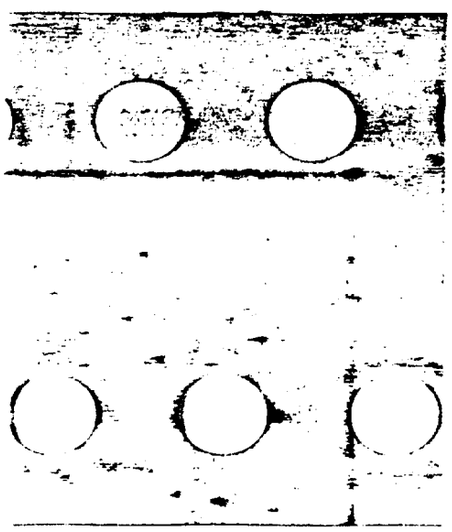
xvii Grantee acknowledges and agrees that Grantor may at any time, and from time to time, transfer and assign all or any part of its rights reserved by or granted to it hereunder, to a purchaser of the Development, without the consent of Grantee. In such event, Grantor shall deliver written notice to Grantee of such transfer and assignment. Any other assignment will require Grantee's approval;

xviii All of the foregoing shall be covenants running with the land and shall be binding upon the heirs, representatives, successors and assigns of the parties hereto. All such covenants and agreements shall remain in full force and effect for at least thirty (30) years from the date of sale of the Property to Grantee and shall continue in effect thereafter for so long as the Bellevue Center continues to be operated as a regional retail shopping center. Notwithstanding the foregoing, all easements, covenants and restrictions provided above which are intended to be perpetual shall continue in perpetuity. Whenever Grantor is requested to give its consent or approval pursuant to the foregoing provisions of these Restrictions, such consent and/or approval may be given or withheld by Grantor in its sole and absolute discretion, except as otherwise provided herein.

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85267
IDENTIF. & REFERENCE

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.



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

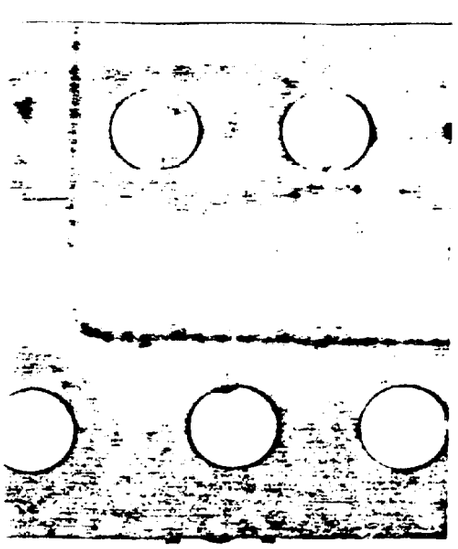
RECEIVED OF _____

FOR _____

BOOK 9447 PAGE 784

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



CAMT
941785.00
CON TX 3485.40
PRFEE 1.00
TDEED 32.00
ERR CO
TDEED 32.00-
MDEED 32.00
TOTAL 3513.40
CHECK 3513.40

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/26/94 01 15:22 0001 2362

94 AUG 26 PM 3:2
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

85267
IDENTIF. ↑ REFERENCE

No. 828767