WARRANTY DEED BOOK 5098 PAGE 2

THIS INDENTURE made as of the 17th day of December, 1976 between HICKORY HOLLOW MALL, INC., a Georgia corporation, as to an undivided fifty percent (50%) interest, and INTEREAL COMPANY, a Tennessee corporation, as to an undivided fifty percent (50%) interest, together doing business as Hickory Hollow Associates, a joint venture (hereinafter together called "Grantor") and SEARS, ROEBUCK AND CO., a New York corporation (hereinafter called "Grantee").

W I T N E S S E T H:

THAT, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and by these presents, does bargain, sell, transfer and convey unto Grantee, and the successors and assigns of Grantee, subject to the matters hereinafter enumerated, all that tract or parcel of unimproved land lying and being in Davidson County, Tennessee and being more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter called the "Property").

Address of new owners
(Send tax bills to same)

Sears, Roebuck and Co.
Tax Department D568S
675 Ponce de Leon Avenue, N. E.
95 Annex
Atlanta, Georgia 30395

Map-Parcel Numbers

Field Bk. No. 2D-17330
Map and Parcel No. 163-57

STATE OF GEORGIA

COUNTY OF FULTON

The actual consideration or value, whichever is greater for this transfer is $100,000.00 plus the Grantee's obligation to erect and operate a retail store thereon in conjunction with a shopping center to be erected by Grantor on adjacent property. The estimated total valuation of property herein conveyed per tax assessment and evaluation is $220,000.00. To the best of the undersigned's knowledge and belief this is equal to or greater than the property would bring at a fair and voluntary sale.

Affiant Julian H. Turner, Acting Territorial Property Manager

Subscribed and sworn to before me this 16th day of December, 1976.

THIS DOCUMENT PREPARED BY
JAMES W. ADDISON
1400 CANDLER BUILDING
ATLANTA, GEORGIA 30303

Notary Public
(Affix Seal)

My commission expires:

Commission Expires August 12, 1978

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, and the successors and assigns of Grantee, forever. And Grantor does hereby covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, that Grantor has a good right to convey the Property, and that the Property is unencumbered except as to those matters specified in Exhibit "B" attached hereto and by reference made a part hereof. And Grantor does further covenant and bind Grantor and its successors, representatives and assigns to warrant and forever defend the title to the Property, subject to those matters specified in said Exhibit "B" hereto, to the Grantee and the successors and assigns of Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Hickory Hollow Mall, Inc. and Intereal Company have caused their duly authorized and acting officers to execute this indenture and affix their corporate seals hereto, as of the day and year first hereinabove written.

HICKORY HOLLOW MALL, INC., a Georgia corporation

By: _____

Attest: _____

(CORPORATE SEAL)

INTEREAL COMPANY, a Tennessee corporation

By: Marion B. Smith, Jr.
PRESIDENT

Attest: D. Allen Patton, Jr.
Asst. Sec.

(CORPORATE SEAL)

STATE OF Tennessee

COUNTY OF Davidson

Before me, Stephen C. Small, a Notary Public within and for the State and County aforesaid, personally appeared Henry E. Kromer and George Volkert, with whom I am personally acquainted and who upon oath acknowledged themselves to be the Vice President and Vice President of HICKORY HOLLOW MALL, INC., a Georgia corporation and one of the corporations comprising the within named "Grantor," and they as such Vice President and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Henry E. Kromer and George Volkert as such Vice President and Vice President.

WITNESS my hand and official seal at Nashville Tennessee on this the 17th day of December, 1976.

(NOTARIAL SEAL)

Stephen C. Small
Notary Public

My commission expires 29 Jan 78

STATE OF Tennessee

COUNTY OF Davidson

Before me, Stephen C. Small, a Notary Public within and for the State and County aforesaid, personally appeared D. Marion G. Smith Jr. and G. Allen Peterson Jr., with whom I am personally acquainted and who upon oath acknowledged themselves to be the President and Asst. Sec. of INTEREAL COMPANY, a Tennessee corporation and one of the corporations comprising the within named "Grantor," and they as such President and Asst. Sec. being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said D. Marion G. Smith Jr. and G. Allen Peterson Jr. as such President and Asst. Sec.

WITNESS my hand and official seal at Nashville Tenn. on this the _____ day of December, 1976.

(NOTARIAL SEAL)

Stephen C. Small
Notary Public

My commission expires 29 Jan 78

Exhibit A

SEARS SITE

ALL that tract or parcel of land located in the 5th Civil District, Nashville, Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point located on the northwesterly line of the right-of-way of Cane Ridge Road (as dedicated for relocation) a distance of 1,135.91 feet as measured northwesterly, westerly and southwesterly along the northerly and northwesterly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) from the intersection formed by the northerly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) and the northwesterly line of the right-of-way of Bell Road if said lines of said rights-of-way were extended to form an angle instead of a curve; running thence north 29°1'39" east a distance of 35.36 feet to a point; running thence north 15°58'21" west a distance of 228.31 feet to a point; running thence northwesterly and northerly along a curve to the right having a radius of 220 feet and a central angle of 56°37'21" a distance of 217.41 feet to a point; running thence north 40°39' east a distance of 54.73 feet to a point; running thence north 05°39' west a distance of 35.36 feet to a point; running thence north 49°21' west a distance of 91.74 feet to a point; running thence northwesterly and northerly along a curve to the right having a radius of 360 feet and a central angle of 37°31'00" a distance of 235.72 feet to a point; running thence northerly and northeasterly along a curve to the right having a radius of 700 feet and a central angle of 32°58' a distance of 402.76 feet to a point; running thence north 21°08' east a distance of 749 17 feet to a point; running thence south 30°22' east a distance of 475.99 feet to a point; running thence south 75°22' east a distance of 317 feet to a point; running thence south 14°38' west a distance of 632 feet to a point; running thence north 75°22' west a distance of 118 feet to a point; running thence south 14°38' west a distance of 506.78 feet to a point; running thence northwesterly and northerly along a curve to the right having a radius of 1,100 feet and a central angle 08°07'09" a distance of 155.88 feet to a point; running thence north 49°21' west a distance of 58.34 feet to a point; running thence south 85°39' west a distance of 35.36 feet to a point; running thence south 40°39' west a distance of 54.73 feet to a point; running thence southwesterly and southerly along a curve to the left having a radius of 150 feet and a central angle of 56°37'21" a distance of 148.24 feet to a point; running thence south 15°58'21" east a distance of 218.31 feet to a point; running thence south 60°58'21" east a distance of 35.36 feet to a point on the northwesterly line of said right-of-way of Cane Ridge Road (as dedicated for relocation); running thence south 69°15'41" west along the northwesterly line of said right-of-way of Cane Ridge Road (as dedicated for relocation) a distance of 120.41 feet to the Point of Beginning, being shown as the Sears Site, containing 17.69 acres, more or less, on the plat of survey to which reference is made for all purposes, entitled "Survey of the Entire Premises" prepared by Barge, Waggoner, Sumner & Cannon, dated November 9, 1976.

EXHIBIT B

1. All matters disclosed by plat of survey prepared by Barge, Waggoner, Sumner & Cannon entitled "Survey of the Entire Premises" dated November 9, 1976.

2. All ad valorem and other property taxes for the year 1976 and subsequent years.

3. All laws, ordinances, regulations and rulings affecting the property and the use thereof and including without limitation all zoning ordinances and regulations.

4. Deed of Declaration dated November 16, 1976 and recorded in Book 5091, Page 533, Register's Office for Davidson County, Tennessee.

5. All matters diclosed by plat of survey prepared by Barge, Waggoner, Sumner & Cannon entitled "Section One Hickory Hollow Mall", bearing Owner's Certificate, Surveyor's Certificate and Approval of Metropolitan Planning Commission of Nashville and Davidson County, Tennessee and to be recorded in the Register's Office for Davidson County, Tennessee immediately preceding or simultaneously with the recordation of this Warranty Deed.

D 8 1 7 4 8

IDENTIF. REFERENCE

Dec 17 4 04 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

DEC 17 76	CONV	90,000.00			
DEC 17 76	CONV	90,000.00			
DEC 17 76	CONV	90,000.00			
DEC 17 76	S'TAX		B*	572.00	
DEC 17 76	PR'FEE		B*	.50	
DEC 17 76	W'DEED		B*	10.00	* 582.50