WARRANTY DEED BOOK 5098 PAGE 12

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 MERCANTILE PROPERTIES, INC., a Delaware 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)

Mercantile Properties, Inc.
Post Office Box 5816
Columbia, South Carolina 29250
Attention: Real Estate Department

Map-Parcel Numbers

Field Bk. No. 2D-17330
Map and Parcel No. 163-57
Field Bk. No. 2DU-17370
Map and Parcel No. 163-94

STATE OF GEORGIA

COUNTY OF FULTON

The actual consideration or value, whichever is greater for this transfer is $69,876.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Affiant Attorney

Subscribed and sworn to before me this 17th day of December, 1976.

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

Notary Public
(Affix Seal)

My commission expires:
Notary Public, Georgia, State at Large
My Commission Expires May 6, 1977

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: _____
PRESIDENT

Attest: _____
Asst. Sec.

(CORPORATE SEAL)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5098 PAGE 14

Before me, Stephen C. Small, a Notary Public within and for the State and County aforesaid, personally appeared Henry E. Kroner and George Vollert, 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 Vice President 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. Kroner and George Vollert 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 25 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 [illegible] and [illegible], with whom I am personally acquainted and who upon oath acknowledged themselves to be the [illegible] and [illegible] of INTEREAL COMPANY, a Tennessee corporation and one of the corporations comprising the within named "Grantor," and they as such [illegible] and [illegible] being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said [illegible] and [illegible] as such [illegible] and [illegible].

WITNESS my hand and official seal at [illegible] on this the [illegible] day of December, 1976.

(NOTARIAL SEAL)

Stephen C. Small
Notary Public

My Commission Expires [illegible]

Exhibit A

CASTNER-KNOTT SITE BOOK 5098 PAGE 15

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

BEGINNING at a point on the northwesterly line of the right-of-way of Bell Road (being at that point a 150-foot right-of-way) a distance of 575.8 feet as measured south 69°18'55" west along the northwesterly line of said right-of-way of Bell Road from the intersection formed by the northwesterly line of said right-of-way of Bell Road and the southwesterly line of the right-of-way of Mount View Road, if said lines of said rights-of-way were extended to form an angle instead of a curve; running thence south 69°18'55" west along the northwesterly line of said right-of-way of Bell Road a distance of 120 feet to a point; running thence north 24°18'25" east a distance of 35.36 feet to a point; running thence northwesterly and westerly along a curve to the left having a radius of 240 feet and a central angle of 42°43'55" a distance of 179 feet to a point; running thence north 63°25'00" west a distance of 85 feet to a point; running thence south 71°35'00" west a distance of 35.36 feet to a point; running thence southwesterly and westerly along a curve to the right having a radius of 550 feet and a central angle of 37°45'50" a distance of 362.51 feet to a point; running thence south 64°20'50" west a distance of 13.41 feet to a point; running thence north 75°22' west a distance of 496.12 feet to a point; running thence north 14°38' east a distance of 259.5 feet to a point; running thence north 75°22' west a distance of 40 feet to a point; running thence north 14°38' east a distance of 479.24 feet to a point; running thence south 75°22' east a distance of 591.57 feet to a point; running thence south 34°00'00" east a distance of 150.79 feet to a point; running thence southeasterly and southerly along a curve to the right having a radius of 250 feet and a central angle of 50°26'17" a distance of 220.08 feet to a point; running thence south 18°25'00" east a distance of 35.36 feet to a point; running thence south 63°25'00" east a distance of 85 feet to a point; running thence southeasterly and southerly along a curve to the right having a radius of 310 feet and a central angle of 42°43'55" a distance of 231.20 feet to a point; running thence south 65°41'35" east a distance of 35.36 feet to a point on the northwesterly line of said right-of-way of Bell Road and the Point of Beginning, being shown as the Castner-Knott Site, containing 12.11 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 5 0

IDENTIF. REFERENCE

DEC 17 4 06 PM '76

FEE
DAVIDSON COUNTY REGISTER
TENN.

DEC 17 76	CONV	69,876.00			
DEC 17 76 S'TAX			B*	131.74	
DEC 17 76 FR'FEE			B*	.50	
DEC 17 76	*DEED		B*	10.00	* 192.24