"THIS INSTRUMENT PREPARED BY CHARLES B. ROBOUR, JR.
ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER,
NASHVILLE, TENNESSEE 37238"

File Box 7

SPECIAL WARRANTY DEED

BOOK 5264 PAGE 669

[ADDRESS NEW OWNER AS FOLLOWS:]	SEND TAX BILLS TO:]	MAP-PARCEL NUMBERS]
[Third National Bank in Nashville	SAME	]Part of Map 163
[Fourth and Church		]Parcel 226
[Nashville, TN 37244		]

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FIFTY-FIVE THOUSAND and no/100 ($155,000.00) DOLLARS, cash in hand paid by THIRD NATIONAL BANK IN NASHVILLE, a national banking association, hereinafter referred to as "Grantee", to Hickory Hollow Mall, Inc., a Georgia corporation, duly authorized to do business in Tennessee, and Intereal Company, a Tennessee corporation, together doing business as HICKORY HOLLOW ASSOCIATES, a joint venture, hereinafter referred to as "Grantor",

GRANTOR HAS BARGAINED AND SOLD, and by these presents does transfer and convey unto the said Grantee, and its successors and assigns, that certain parcel of land described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference; provided, however, this conveyance is expressly subject to the following:

1. Declaration of Protective Covenants for Hickory Hollow as of record in Book 5125, page 769, Register's Office for Davidson County, Tennessee, as amended by an Amendment to Declaration of Protective Covenants for Hickory Hollow as of record in Book 5189, page 947, said Register's Office; and

2. Easements, setback lines, and conditions of the Owners' Certificates shown on the plan of the Second Revision, Section Two, Hickory Hollow Mall, a plat of which is of record in Book 5200, page 34, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 155,000.00

Affiant

Subscribed and sworn to before me, this the 21st day of December, 1981

Notary Public

My commission expires: 1-11-84

(Affix Seal)

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, and its successors and assigns, forever.

AND GRANTOR DOES COVENANT with the said Grantee that it has good right to convey said land and that the same is unencumbered except as provided above. And Grantor does further covenant and bind itself, and its successors and legal representatives, to warrant and forever defend the title to the said land to the said Grantee, and its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers of its Joint Venturers as of the 30th day of December, 1977.

HICKORY HOLLOW ASSOCIATES

By: INTEREAL COMPANY, Joint Venturer

By: Marion G. Smith
PRESIDENT

HICKORY HOLLOW MALL, INC.
Joint Venturer

By: [signature] V.P.

By: [signature] VICE PRES.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, a Notary Public of the State and County aforesaid, personally appeared Marion G. Smith, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of INTEREAL COMPANY, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 21st day of March, 1978.

[signature]
Notary Public

My Commission Expires: [illegible]

STEPHEN C. SMALL
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
MY COMMISSION EXPIRES
SEPT. 8, 1981
DAVIDSON COUNTY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5264 PAGE 671

Before me, a Notary Public of the State and County aforesaid, personally appeared Steve Talbot, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS MY HAND and seal at office in Nashville, Tennessee, this 21st day of March, 1978.

IDENTIF. REFERENCE

MAR 22 10 43 AM '78

FELIX Z. WILSON, JR. REGISTER
DAVIDSON COUNTY, TENN.

E 5 5 7 9 0

Notary Public

My Commission Expires:

STEVE V. SMITHSON NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF Tennessee

COUNTY OF Davidson

Before me, a Notary Public of the State and County aforesaid, personally appeared Henry E. Kremer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS MY HAND and seal at office in Nashville, Tennessee, this 21st day of March, 1978.

Notary Public

My Commission Expires:

STEPHEN C. SMALL NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES OCTOBER 18, 1981 DAVIDSON CO. TENN.

MAR 22 78	CONV	90,000.00			
MAR 22 78	CONV	65,000.00			
MAR 22 78	S'TAX		B*	403.00	
MAR 22 78	PR'FEE		B*	.50	
MAR 22 78	W'DEED		B*	8.00	* 411.50

EXHIBIT "A" BOOK 5264 PAGE 672

LEGAL DESCRIPTION

BEING a certain parcel of land in the First Civil District of Davidson County, Tennessee; further being Parcel F-2 of the plan of the Second Revision of Section Two of Hickory Hollow Mall, a plat of which is of record in Book 5200, page 34, said Register's Office; and being more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated September 28, 1977, as revised on March 10, 1978, (File No. 4420-15) as follows:

BEGINNING at an iron pin in the north margin of Bell Road, said iron pin being 326.31 feet from the center line of Hickory Hollow Parkway; thence with a curve to the left along the north margin of Bell Road having a central angle of 4°, 15', 03", a radius 2940 feet, 218.12 feet to an iron pin; thence with a curve to the left along the northerly intersection of Bell Road and Hickory Hollow Parkway having a central angle of 87° 53' 35", a radius of 50.00 feet, 76.70 feet to an iron pin; thence with a curve to the left along the north margin of Hickory Hollow Parkway having a central angle of 12° 37' 45", a radius of 850.00 feet, 187.36 feet to an iron pin; thence N 17° 20' E, 193.53 feet to an iron pin; thence S 74° 20' E, 41.00 feet to an iron pin; thence with a curve to the right having a central angle of 24° 21' 02", a radius of 600 feet, 255 feet to an iron pin; and thence S 10° 48' 32" E, 167.69 feet to the point of beginning, and containing 1.94 acres, more or less, according to said survey.

BEING a portion of parcels 1 and 3 of Tract XIV of the property conveyed to Hickory Hollow Mall, Inc. (undivided 50% interest) and Intereal Company (undivided 50% interest), doing business as Hickory Hollow Associates, a joint venture, by Warranty Deed from Cousins Properties of Tennessee, Inc. of record in Book 4920, page 916, Register's Office for Davidson County, Tennessee, and also being a portion of Tract II of the property conveyed to Hickory Hollow Mall, Inc. (undivided 50% interest) and Intereal Company (undivided 50% interest), doing business as Hickory Hollow Associates, a joint venture, by Quitclaim Deed from Cousins Properties of Tennessee, Inc. of record in Book 4920, page 933, Register's Office for Davidson County, Tennessee.