File Box 7

"THIS INSTRUMENT PREPARED BY HENRY P. CUSHRELL
ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238"

SPECIAL WARRANTY DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel Number
Shelton E. Harrison	SAME	Map 163
6643 Poplar Pike	BOOK 5270 PAGE 174	Parcel 85
Memphis, TN 38138		FB# 2DU-16969

FOR AND IN CONSIDERATION of the sum of TEN and no/100 ($10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, from SHELTON E. HARRISON, an individual residing in Shelby County, Tennessee, 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 his heirs 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;

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

3. 1978 Metropolitan Nashville and Davidson County real property taxes, a lien but not due and payable; provided, said taxes have been prorated between Grantor and Grantee as of the date of this instrument;

(STATE OF TENNESSEE) The actual consideration or value whichever is greater,
(COUNTY OF DAVIDSON) for this transfer is $ 747,500.00 .

Subscribed and sworn to before me this 4th day of April, 1978.

Affiant

My Commission Expires: 11/6/81

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

4. The existing right-of-way of Cane Ridge Road upon the property which right-of-way shall be abandoned and closed prior to June 1, 1978, at the sole cost and expense of Grantor;

5. An eight-inch water line within the right-of-way of the portion of Cane Ridge Road upon the property, as aforesaid, which water line shall be either removed or abandoned and the easement for the same abandoned prior to June 1, 1978, at the sole cost and expense of Grantor; and

6. Overhead electrical utility lines within the right-of-way of the portion of Cane Ridge Road upon the property, as aforesaid, which lines shall be either removed or abandoned and the easement for the same abandoned prior to June 1, 1978, at the sole cost and expense of Grantor; and

7. An option to purchase the property conveyed herein, as described in Exhibit A, attached hereto, which Grantor reserves to itself, upon the terms and conditions of a certain Amendment to Agreement for Sale of Real Estate (the "Amendment") executed by and between Grantor and Grantee on the 15th day of March, 1978, to which reference is hereby made. If said option be not exercised, Grantee warrants that neither he nor his heirs or assigns shall use the said property for any purposes other than as a site for a new automobile dealership for a period of twenty (20) years, without first obtaining the written consent of Grantor. For purposes of this provision, the term "new automobile dealership" shall be deemed to include all of the uses and activities which are customary in a business of this type, including without limiting the generality of the forgoing, the display, sale, servicing and financing of new and used automobiles and such other activities as are necessary and incidental thereto.

TO HAVE AND TO HOLD the said parcel of land, with the

appurtenances, estate, title and interest thereto belonging to the said Grantee, and his heirs 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. The 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 his heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers of its Joint Venturers on this 17th day of March, 1978.

By the execution of this document, Grantee affirms Grantor's reservation of an option to repurchase and Grantee's warranties contained herein.

HICKORY HOLLOW ASSOCIATES

By: INTEREAL COMPANY, Joint Venturer

By: J. Fred Hammond
Sr. V.P.

By: HICKORY HOLLOW MALL, INCORPORATED, Joint Venturer

By: James E. Kennedy Vice Pres

By: James Wyatt Jr. Pres

X Shelton E. Harrison
SHELTON E. HARRISON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared J. Fred Hammond, who acknowledged himself to be Senior Vice President of INTEREAL COMPANY, the within named bargainor, a corporation, and Joint Venturer of HICKORY HOLLOW ASSOCIATES and that he as such Sr 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 Sr Vice President.

Given under my hand and seal of office this the 17th day of March, 1978.

Stephen C. Small
NOTARY PUBLIC

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

My Commission Expires:

STATE OF TENNESSEE

BOOK 5270 PAGE 177

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared Henry E. Kramer, who acknowledged himself to be Vice President of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and Joint Venturer of HICKORY HOLLOW ASSOCIATES 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.

Given under my hand and seal of office this the 16th day of March, 1978.

Sandra K. Harris
NOTARY PUBLIC

My Commission Expires

SANDRA HARRIS NOTARY PUBLIC DAVIDSON

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared George Valbert, who acknowledged himself to be Vice President of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and Joint Venturer of HICKORY HOLLOW ASSOCIATES 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.

Given under my hand and seal of office this the 16th day of March, 1978.

Sandra K. Harris
NOTARY PUBLIC

My Commission Expires 3-2-81

STATE OF TENNESSEE

BOOK 5270 PAGE 178

COUNTY OF SHELBY

Personally appeared before me, Shelton E. Harrison,
a Notary Public in and for said County and State, the within named
SHELTON E. HARRISON, the bargainor, with whom I am personally acquainted,
and who acknowledged that he executed the within instrument for the
purposes therein contained.

Witness my hand and official seal at office in Memphis,
Tennessee, this 31st day of March, 1978.

Linda McCleary
NOTARY PUBLIC

My Commission Expires: My Commission Expires Oct. 1, 1981

E 5 8 3 9 6

IDENTIF. REFERENCE

APR 6 11 35 AM '78

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

APR-6 78	CONV	*	.85	747.50 00	
APR-6 78	S'TAX			B* 1,243.50	
APR-6 78	PR'FEE			B* .50	
APR-6 78	W'DEED			B* 12.00	* 1,956.00

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a certain parcel of land in the Fifth Civil District of Davidson County, Tennessee, lying north of L & N Railroad, south of Cane Ridge Road relocated (Hickory Hollow Parkway) and west of Bell Road; further being Planned Commercial Tract C as shown on the plan of Hickory Hollow Mall, Section Two (Second Revision), a plat of which is of record in Book 5200, page 34, Register's Office for said County; and being more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated April 27, 1977, as revised on January 12, 1978, (File NO. 4420-15) as follows:

BEGINNING at a point of intersection of the north right-of-way of L & N Raliroad with the westerly margin of Bell Road; thence, with the northerly right-of-way of L & N Railroad, N 58°18'50" W, 1161.68 feet to a point, being the southeasterly corner of Ruth Gaulden; thence, with Gaulden, N 38° 35'03" E, 187.89 feet to a point in the southerly margin of Cane Ridge Road relocated; thence, S 58°27'21" E, 57.54 feet to a point; thence, with a curve to the left having a central angle of 47°31', a radius of 457.64 feet, 379.53 feet to a point; thence, N 83°29'23" E, 121.66 feet to a point; thence, with a curve to the right having a central angle of 65°34'56", a radius of 730.00 feet, 835.58 feet to a point; thence, continuing with a curve to the right having a central angle of 87°53'25", a radius of 50.00 feet, 76.70 feet to point in the northwesterly margin of Bell Road; thence, with a curve to the left having a central angle of 0°51'05", a radius of 2,940.00 feet, 43.69 feet to a point; thence, S 46°38'55" W, 528.80 feet to the point of beginning, and containing 12.86 acres, more or less, according to said survey.

BEING a portion of parcel 1 and all of parcel 2 of Tract XIV and all of Tract XII 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, also being all of Tract I and 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, also being a portion of the property conveyed to Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc. and Intereal Company by Quitclaim Deed from Louisville and Nashville Railroad Company of record in Book 5205, page 190, Register's Office for Davidson County, Tennessee, and also being the portion of the right-of-way of Cane Ridge Road between Hickory Hollow Parkway and Bell Road to be abandoned and closed by Metropolitan Government of Nashville and Davidson County, Tennessee.