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

SPECIAL WARRANTY DEED

BOOK 5295 PAGE 809

Address New Owner(s) as Follows:	Send tax bills to:	Map - Parcel Nos.
J. FRED MEIERS, JR.	Same	p/o Map 163
Cruse Alley		Parcel 226
Huntsville, ALA		

FOR AND IN CONSIDERATION of the sum of TEN and no/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, from J. FRED MEIERS, JR., 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, 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;

2) Easements, setback lines, and conditions of the Owner's 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)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater for this transfer is ~~is~~ $162,000.00.

Subscribed and sworn to before me, this the 30th day of May, 1978.

Affiant

My Commission Expires: My Commission Expires October 5, 1980

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

4) The use of the Property shall be limited to construction of a one (1) story building for office use, or the operation of a financial institution, or a restaurant featuring table service as distinguished from a fast food operation. The Property shall be used for no other purpose without the consent of the Grantor provided, that this restrictive covenant shall terminate without further action on the part of Grantor, upon the completion and opening for business of such a one (1) story building constructed by Grantee upon the Property in compliance herewith.

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, 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. 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, its successors 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 1st day of June, 1978.

HICKORY HOLLOW ASSOCIATES

By: INTEREAL COMPANY, Joint Venturer

By: J. Fred Hummel
Sr. Vice Pres.

By: HICKORY HOLLOW MALL, INCORPORATED, Joint Venturer

By: [signature] V.P.

By: [signature] V.P.

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 Hummel, who acknowledged himself to be Executive Vice President of INTEREAL COMPANY, the within named bargainor, a corporation, and Joint Venturer of HICKORY HOLLOW ASSOCIATES and that he as such Executive V. Pres., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Executive Vice President.

Given under my hand and seal of office this the 1st day of June, 1978.

Betty Grigsby
Notary Public

My Commission Expires:

BETTY GRIGSBY
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
MY COMMISSION EXPIRES
AUGUST 2, 1980

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 [illegible], who acknowledged himself to be [illegible] of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and Joint Venturer of HICKORY HOLLOW ASSOCIATES and that he as such [illegible] being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as [illegible].

Given under my hand and seal of office this the [illegible] day of [illegible], 1978.

[illegible]
Notary Public

My Commission Expires: [illegible]

E.6.9.8.5.0.

IDENTIF. REFERENCE
JUN 8 9 47 AM '78
RECEIVED FOR REGISTER
DAVIDSON COUNTY, TENN.

JUN-8 78	CONV	90,000.00			
JUN-8 78	CONV	72,000.00			
JUN-8 78	S'TAX		B*	421.20	
JUN-8 78	PR'FEE		B*	.50	
JUN-8 78	W'DEED		B*	8.00	* 429.70

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 [illegible], who acknowledged himself to be [illegible] of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and Joint Venturer of HICKORY HOLLOW ASSOCIATES and that he as such [illegible] being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as [illegible].

Given under my hand and seal of office this the [illegible] day of [illegible], 1978.

[illegible]
Notary Public

My Commission Expires: [illegible]

EXHIBIT "A"

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located north of Hickory Hollow Parkway, west of Bell Road and south of Mt. View Road, further being parcel F-3 of the plan of the Second Revision of Section Two of Hickory Hollow Mall, a plat of record in Book 3200, Page 34, Register's Office of said county, and being more particularly described according to a survey of Barge, Waggoner, Sumner and Cannon, dated September 28, 1977, as revised on March 1, 1978 (File No. 4420-15) as follows:

Beginning at a point in the westerly margin of Bell Road, said point being 326.31 feet northerly from the centerline of Hickory Hollow Parkway;

Thence, leaving Bell Road, N 10° 48' 32" W, 167.69 feet with the easterly margin of Tract F-2 to a point in the southerly line of Hickory Hollow Mall, Section 1, as recorded in Book 5050, Page 25, R.O.D.C., Tenn.;

Thence, with said Mall parcel with a curve to the left in an easterly direction, said curve having a central angle of 16° 58' 08", a radius of 600 feet, 177.70 feet to a point;

Thence, N 64° 20' 50" E, 54.92 feet to a point;

Thence, S 28° 34' 33" E, 108.55 feet to a point in the westerly margin of Bell Road;

Thence, southerly with Bell Road along a curve to the left, said curve having a central angle of 5° 27' 24", a radius of 2,940 feet, 280 feet to the point of beginning.

Containing 0.74 acre, more or less, according to said survey.

Being a portion 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.