Box 2

GENERAL WARRANTY DEED

ATTORNEY, 21st - FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel Number
Moore-Handley, Inc.	same	163-260
P. O. Box 2607		
Birmingham, Alabama 35202	BOOK 5361 PAGE 383	

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 Moore-Handley, Inc., a Delaware corporation
_____, 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, and by a Second Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, page 933, said Register's Office;

2. Easements, setback lines and conditions of the Owner's Certificates shown on the plan of Hickory Hollow Mall, Section Six, a plat of which is of record in Book 5210, Page 92, said Register's Office, which plan shows a notation that ramps are permitted only at points shown on said plan.

3. 1978 Metropolitan Nashville and Davidson County real property taxes, provided said taxes have been prorated between Grantor and Grantee as of the date of this instrument, and shall be paid by the Grantor;

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transaction is $225,000.00

Subscribed and sworn to before me, this the 7th day of November, 78

My commission expires 4/18/82 (Affix Seal)

Notary Public

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, and its successors and assigns, against the lawful claims of all persons, whomsoever.

THIS DEED is executed, delivered and accepted on condition that the property conveyed hereby shall be used by the Grantee, its successors and assigns, as a home center and sales outlet for building materials and lumber and related uses, and unless the consent of the Grantor be obtained, for no other purpose, for a period of ten (10) years from and after the date hereof; provided that the Grantor's consent to other subsequent uses of said property shall not be unreasonably withheld; and provided further that there shall be no forfeiture or reversion of title in the event of any violation of the provisions of this paragraph by the Grantee, its successors and assigns, and the provisions of this paragraph may be enforced solely by application for appropriate injunctive relief in the event of any such violation.

Notwithstanding the provisions of the Declaration of Protective Covenants for Hickory Hollow, as amended and of record as hereinabove set out, and to which this conveyance has been made subject, Grantor covenants with and warrants to the Grantee that any and all requirements for the subdivision of the Grantor's property into the parcel of land conveyed hereby have been fully complied with and completed.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers of its Joint Venturers on this 7th day of November, 1978.

HICKORY HOLLOW ASSOCIATES

By: INTEREAL COMPANY, Joint Venturer

By: G. Allen Patton Jr
Vice President

By: HICKORY HOLLOW MALL, INC., Joint Venturer

By: Henry E. Turner V.P.

By: Eugene Hilbert V.P.

E 99057

IDENTIF. REFERENCE

NOV 8 1 15 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Stephen C Small, a Notary Public of the State and County aforesaid, personally appeared G. Allen Patton, Jr, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Intereal Company, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes 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 7th day of November, 1978.

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

Stephen C. Small
Notary Public

My commission expires: 10-18-81

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STATE OF Tennessee

COUNTY OF Davidson

Before me, Sue F. Humphrey, a Notary Public of the State and County aforesaid, personally appeared Henry E. Kroner, 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 purposes 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 7th day of November, 1978.

Sue F. Humphrey
Notary Public

My commission expires: 4/18/82

NOV-8 CONV * 225 000 00
NOV-8 S'TAX B* 585.00
NOV-8 PR'FEE B* .50
NOV-8 W'DEED B* 10.00 * 595.50

STATE OF Tennessee

COUNTY OF Davidson

Before me, Sue F. Humphrey, a Notary Public of the State and County aforesaid, personally appeared George Volkert, 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 purposes therein containe by signing the name of the corporation by himself as vice-president.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 7th day of November, 1978.

Sue F. Humphrey
Notary Public

My commission expires: 4/18/82

EXHIBIT A

A parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, bounded on the north by Hickory Hollow Parkway and on the south by the L & N Railroad, known as Tract B-2 on the Plan of Hickory Hollow Mall, Section 6, a plat which is of record in Book 5210, page 92, more particularly described according to a survey made by Barge, Waggoner, Sumner & Cannon, dated October 12, 1978 (File No. 4420-19), as follows:

Beginning at a point in the southerly margin of Hickory Hollow Parkway, 30 feet, more or less, easterly from the centerline of Hickory Hollow Lane extended;

Thence, along said Parkway, S 43° 08' 11" E, 266.89 feet to a point;

Thence, S 46° 51' 49" W, 200.00 feet to a point;

Thence, S 31° 41' 02" W, 169.92 feet to a point in the northerly margin of the L & N Railroad;

Thence, N 58° 18' 50" W, 322.64 feet to a point;

Thence, N 46° 51' 49" E, 448.46 feet to the point of beginning.

Containing 2.62 acres, more or less.

Being part of the property conveyed to 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 by deed from Cousins Properties of Tennessee, Inc., a Georgia corporation of record in Book 4920, page 916, and Quitclaim Deed in Book 4920, page 933, said Register's Office.