BOOK 5458 PAGE 850

3520 07/02 6902.50- CHECK

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

DEARBORN & EWING, ATTORNEYS, NASHVILLE, TENNESSEE

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
AETNA LIFE INSURANCE COMPANY (NAME)	AETNA LIFE INSURANCE COMPANY (NAME)	
One Civic Center Plaza (STREET ADDRESS OR ROUTE NUMBER)	One Civic Center Plaza (STREET ADDRESS)	163
Hartford, Conn. 06143 (CITY) (STATE) (P. O. ZIP)	Hartford, Conn. 06143 (CITY) (STATE) (ZIP)	Par 261 Is

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, KIMCO OF HICKORY HOLLOW, INC., a Tennessee corporation having an office at 1044 Northern Boulevard, Roslyn, New York 11576, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO AETNA LIFE INSURANCE COMPANY, a Connecticut corporation having an office at One Civic Center Plaza, Hartford, Connecticut 06143, HEREINAFTER CALLED THE GRANTEES, THEIR ~~HEIRS~~ SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

See attached Exhibit A which is incorporated herein by reference.

unimproved ( )
This is improved (X) property, known as (House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their ~~heirs~~ successors and assigns, forever, and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our ~~heirs~~ successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their ~~heirs~~ successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness ~~its~~ hand ~~...~~ this 29th day of June, 19 79

KIMCO OF HICKORY HOLLOW, INC.

BY: John M. Kimco VP

STATE OF _____)

COUNTY OF _____)

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

Witness my hand and official seal at _____, this ____ day of _____, 19__.

Commission Expires: _____

_____
Notary Public

STATE OF TENNESSEE)

COUNTY OF Davidson)

Before me, James R Kelley, a Notary Public within and for the State and County aforesaid, personally appeared John G. Lama and _____, with whom I am personally acquainted and who upon (his oath, their several oaths) acknowledged (himself, themselves) to be the Vice President and _____ respectively of the KIMCO OF HICKORY HOLLOW, INC. the within named bargainor, a corporation, and that (he, they) as such Vice President and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Vice President as such _____, and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at Nashville, Tennessee on this 29th day of June, 19 79

My Commission Expires: 1/15/83

James R Kelley
Notary Public

JAMES R. KELLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

WARRANTY DEED

FROM
KIMCO OF HICKORY HOLLOW, INC.

TO
AETNA LIFE INSURANCE COMPANY

F: 3 7 7 9 4

RUSH

IDENTIF. REFERENCE

JUL 2 9 53 AH '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RETURN TO:
Dearborn & Ewing
ATTORNEYS
NASHVILLE, TENN.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this conveyance is $ Two Million Six Hundred Fifty Thousand and no/100 ($2,650,000.00) Dollars

Subscribed and sworn to before me this 29th day of June, 1979

KIMCO OF HICKORY HOLLOW, INC.

BY: John G. Lama, Vice President

My Commission Expires: 1-15-83

James R Kelley
Notary Public

JAMES R. KELLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT A

A parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, bounded on the West by Hickory Hollow Lane and on the South by Hickory Hollow Parkway, being Tract K-3 on the Plan of Hickory Hollow Mall, Section Two (2nd Revision), a plat of which is of record in Book 5200, page 34, and revised in Book 5210, page 92, Register's Office for said County, and being more particularly described in a survey made by Barge, Waggoner, Sumner and Cannon, dated April 10, 1978, (File No. 4420-19) as follows:

BEGINNING at a point in the northerly margin of Hickory Hollow Parkway 516.64 feet southeasterly from the centerline of Hickory Hollow Lane; thence, northwesterly with a curve to the right having a central angle of 09° 15' 08", a radius of 600.00 feet and a distance of 96.89 feet to a point; thence N 43° 08' 11" W, 354.75 feet to a point, the beginning of a curve to the right; thence, with said curve to the right having a central angle of 90° 00' a radius of 35.00 feet and a distance of 54.98 feet to a point in the southeasterly margin of Hickory Hollow Lane; thence with margin of the same, N 46° 51' 49" E, 90.81 feet to a point, the beginning of a curve to the left; thence, with said curve having a central angle of 26° 41' 49", a radius of 330.00 feet and a distance of 153.76 feet to a point; thence N 20° 10' E, 101.56 feet to a point, the beginning of a curve to the right; thence, with said curve having a central angle of 45° 20', a radius of 320.00 feet and a distance of 253.19 feet to a point; thence, N 65° 30' E, 197.35 feet to a point; thence leaving said lane S 24° 30' E, 105.15 feet to a point; thence, S 58° 45' E, 354.97 feet to a point; thence, S 25° 10' W, 266.35 feet to a point; thence N 83° 33' 42" W, 107.60 feet to a point; thence, S 31° 15' W, 286.00 feet to a point; thence, S 49° 53' 54" W, 259.62 feet to the point of beginning, containing 9.80 acres, more or less.

BEING the same property conveyed to Kimco of Hickory Hollow, Inc., by deed from Hickory Hollow Mall, Inc., of record in Book 5365, page 153, Register's Office for Davidson County, Tennessee.

INCLUDED in this description but excluded from this conveyance, is an out parcel, being part of Section Six, Hickory Hollow Mall, Tract K-3, as of record in Book 5210, Page 92, R.O.D.C., more particularly described as follows:

BEGINNING at a point in the northerly margin of Hickory Hollow Parkway, 516.64 feet from the centerline of Hickory Hollow Lane; thence, northwesterly with a curve to the right having a central angle of 09° 15' 08", a radius of 600.00 feet and a distance of 96.89 feet to a point; thence, N 43° 08' 11" W, 39.46 feet to a point; thence, N. 46° 51' 49" E, 126.44 feet to a point; thence, S 58° 45' E, 149.89 feet to a point; thence, S 49° 53' 54" W, 159.20 feet to the point of beginning. Containing 0.46 acre more or less.

SUBJECT PROPERTY IS ENCUMBERED BY:

1. A Columbia Gulf Pipeline easement 50 feet from the centerline of said pipeline.

2. A public utility easement varying in width from 31 feet to 38 feet across the southeast side of the tract.

3. A 10-foot wide public utility and landscaping easement along the south, west and north sides of the tract.

4. A joint access easement across and near out lot at extreme southerly corner of tract.

SUBJECT TO Declaration of Protective Covenants in Book 5125, page 769, as amended by Amendment to Declaration of Protective Covenants in Book 5189, page 947 and as amended by Second Amendment to Declaration of Protective Covenants for Hickory Hollow in Book 5337, page 933, all as recorded in Register's Office for Davidson County, Tennessee.

SUBJECT TO Easement granted by Molly Morton to Gulf Interstate Company in Book 2243, page 635, as modified by Easement Agreement by Brentwood Estates, Inc. granted to Columbia Gulf Transmission Company in Book 4457, page 373, as ratified by agreement of Columbia Gulf Transmission Company, successors to Gulf Interstate Gas Company in Book 4629, page 150, all as recorded in Register's Office for Davidson County, Tennessee.

SUBJECT TO Plan of Record in Book 5210, page 92 recorded in Register's Office for Davidson County, Tennessee.

SUBJECT TO Agreement of Record in favor of Columbia Gulf Transmission Company in Book 5818, page 795, recorded in Register's Office for Davidson County, Tennessee.

SUBJECT TO a Reciprocal Easement Agreement, dated June 29, 1979, between Kimco of Hickory Hollow, Inc. and Aetna Life Insurance Company granting, among other things, reciprocal rights-of-way and rights to parking on and over the property included in this conveyance and the property described in but excluded from said conveyance, which said agreement reserves to the grantor the rights thereunder and is intended to be recorded simultaneously herewith in the Register's Office of Davidson County, Tennessee.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	SY - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			2,650,000.00	CO:
			6890.00	CO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 6902.50-
3520A	07/02/79		BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F: 3 7 7 9 4

IDENTIF. REFERENCE

JUL 2 9 53 AM '79
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 694333