This instrument prepared by: James I. Vance
Berry, 21st Floor, First American Center,
Nashville, Tennessee 37238

WARRANTY DEED

BOOK 5465 PAGE 63

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard W. Sorenson and Harold Woods III	Same	161-140
c/o 3445 Peachtree Road NE Suite 920 (NAME)	(NAME)	6 DU 71250
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Atlanta, Georgia 30326		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Two Hundred Fifty-two Thousand Five Hundred and no/100 ($252,500.00)---------- *DOLLARS*

cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Cousins Properties of Tennessee, Inc.

.....has.....*have bargained and sold, and by these presents do/transfer and convey unto the said* Richard W. Sorenson and Harold Woods III, an undivided fifty (50%) per cent interest each, their .....*heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

A parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being Parcel 2 on the Plan of Hickory Plaza, Section Two, of record in Book 5200, page 68, Register's Office for Davidson County, Tennessee, more particularly described according to a survey made by Barge, Waggoner, Sumner and Cannon, dated December 20, 1978, revised June 22, 1979 (File No. 4790-11) as follows:

Beginning at an existing iron pin in the west margin of Nolensville Road 205.01 feet south of the center line of Hickoryview Drive Right-of-Way;

Thence, southerly with a curve to the right having a central angle of 00° 20' 40", a radius of 6,499.22 feet, 39.07 feet to a point;

Thence, S 05° 01' E, 206.80 feet to a point;

Thence, leaving Nolensville Road, S 84° 59' W, 290.00 feet to a point;

Thence, S 05° 01' E, 73.50 feet to a point;

Thence, S 84° 59' W, 225.00 feet to a point;

Thence, N 05° 01' W, 265.00 feet to a point;

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ $252,500.00

Affiant

Subscribed and sworn to before me, this the 30th day of June, 1979

My commission expires: 7/15/82

(Affix Seal)

Notary Public

Thence, N 12° 04' 51" E, 117.62 feet to a point;

Thence, N 05° 01' W, 210.00 feet to a point in the southerly margin of Hickoryview Drive;

Thence, along said Drive, S 84° 32' 56" E, 327.76 feet to a point in the southerly margin of Hickoryview Drive;

Thence, leaving Hickoryview Drive, S 05° 01' E, 209.45 feet to a point;

Thence, N 84° 38' 20" E, 158.00 feet to the point of beginning;

Containing 5.05 acres, more or less.

Together with a perpetual non-exclusive easement for the privilege of passage of both pedestrian and vehicular traffic and for the purpose of ingress and egress and parking thereon over any portions of the properties conveyed by the Grantor to (i) Fletcher Bright Company, Trustee, by deed of record in Book 4827, page 892, said Register's Office; (ii) Autotronic Systems, Inc., by deed of record in Book 5341, page 441, said Register's Office; (iii) First American National Bank of Nashville, by deed of record in Book 4837, page 239, said Register's Office; (iv) Rodney Wise, by deed of record in Book 5344, page 54, said Register's Office; and (v) L. Thomas Hart, Jr., Trustee, by deed of record in Book 5308, page 21, said Register's Office.

Being part of the same property conveyed to Cousins Properties of Tennessee, Inc. by deed from Brentwood East Company, a Limited Partnership, acting by and through its General Partner, Justus Investment Company, a partnership composed of Walter E. Justus and Walter G. Justus, of record in Book 4658, page 794, Register's Office for Davidson County, Tennessee.

This conveyance of said property is made expressly subject to:

1. State and Metropolitan taxes for the year 1979 which have been prorated and the payment of which has been expressly assumed by the Grantees.

2. Restrictions and other matters contained in Lease Agreement between the Grantor and The Kroger Co., of record in Book 4747, page 624, as amended by instrument of record in Book 4818, page 748, said Register's Office.

3. Restrictions and other matters in a certain Lease Agreement between Cousins Properties of Tennessee, Inc., Lessor, and Super X Drugs of Texas, Inc., Lessee, dated July 30, 1973, of record in Book 4747, page 628, said Register's Office.

4. Easements and conditions of the owner's certificate, shown on the Plan of Hickory Plaza, Section Two, aforesaid.

5. Cross Easement Agreement of record in Book 4818, page 745, said Register's Office.

6. Easement for encroachment between Cousins Properties of Tennessee, Inc., and Martha N. Rifkin, of record in Book 5361, page 888, said Register's Office.

7. Perpetual non-exclusive easements for ingress and egress and parking as granted to the grantees in deeds from the Grantor to: (i) Fletcher Bright Company, Trustee, of record in Book 4827, page 892, said Register's Office; (ii) Auto-

tronic Systems, Inc., of record in Book 5341, page 441, said Register's Office; (iii) First American National Bank of Nashville, of record in Book 4837, page 239, said Register's Office; (iv) Rodney Wise, of record in Book 5344, page 54, said Register's Office; and (v) L. Thomas Hart, Jr., Trustee, of record in Book 5308, page 21, said Register's Office.

8. Agreement concerning the provision of parking spaces as contained in the deed from Cousins Properties of Tennessee, Inc. to Fletcher Bright Company, Trustee, of record in Book 4827, page 892, said Register's Office.

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

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 and assigns, forever.*

And Grantor *do/covenant with the said* Grantees ..... *that* it is *lawfully seized and possessed of said land in fee simple; ~~have~~ a good right to convey it, and the same is unencumbered,* except as set forth hereinabove.

And Grantor *do further covenant and bind* itself, its successors and assigns, ~~heirs and representatives~~, *to warrant and forever defend the title to the said land to the said* Grantees, their ..... *heirs and assigns against the lawful claims of all persons whomsoever.*

Witness our hands *this* 3rd *day of* July, *19* 79, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

COUSINS PROPERTIES OF TENNESSEE, INC.

By Leon W. Rust Pres.

By Henry E. Turner V.P.

6360 07/13 669.00- CHECK

BOOK 5465 PAGE 66

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, E. Berry Holt III, *a Notary Public of the State and County aforesaid, personally appeared* George Volkert, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Cousins Properties of Tennessee, Inc., *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* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee
this 3rd *day of* July, *19* 79

E. Berry Holt III
Notary Public

E. BERRY HOLT III NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission Expires 7/18/82

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, E. Berry Holt III, *a Notary Public of the State and County aforesaid, personally appeared* Henry E Kramer, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President *of the* Cousins Properties of Tennessee, 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* him *self as* Vice President

Witness my hand and seal, at office in Nashville, Tennessee
this 11th *day of* July, *19* 79

E. Berry Holt III
Notary Public

E. BERRY HOLT III NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission Expires 7/18/82

F. 40013

IDENTIF. REFERENCE

JUL 13 4 00 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

RECEIVED OF _____

FOR _____

BOOK 5465 PAGE 67

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			252500.00-	CO
			656.50	CO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	669.00-

6360A07/13/79 BAL .01

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F: 4 0 0 1 3

IDENTIF. REFERENCE

JUL 13 4 00 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 697094