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

File

SPECIAL WARRANTY DEED

BOOK 5501 PAGE 19

Address New Owner(s) as Follows:	[Send Tax Bills To:]	Map and Parcel Number:
Jakoph Associates, Inc.	[Same]	163-0-230
669 Longhunter Ct.	[ ]	
Nashville, Tennessee 37217	[ ]	

FOR AND IN CONSIDERATION OF THE SUM OF Two Hundred Thousand and no/100 ($200,000.00)----------DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, from Jakoph Associates, Inc., a Tennessee 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. That certain Restated and Amended Declaration of Protective Covenants for Hickory Hollow, dated May 11, 1979, of record in Book 5441, page 968, Register's Office for Davidson County, Tennessee.

2. 1979 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.

3. The recorded plan shows an Owner's Certificate, a 10 foot wide public utilities easement adjacent and parallel to all property lines and the following notations:

1. No building permit shall be issued for any lot indicated on this plat until a final development plan has been approved by the Metropolitan Planning Commission for each and every lot. Joint access with adjacent lots may be required based on the final development plans.

2. No direct access will be permitted to Bell Road from any lot. Limited access may be permitted to Hickory Hollow Parkway from lots.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 200,000.00

Subscribed and sworn to before me, this the 19th day of September 19 79

Affiant

My commission expires: 10/17/83

(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, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This deed is executed, accepted and delivered on the condition that the initial primary use of the land herein conveyed shall be as a retail liquor store and drive-in market; however, this shall not preclude other subsequent uses of said land by Grantee.

In the development of said land, Grantor reserves the right of approval of Grantee's architectural drawings for the overall development of said land as well as Grantee's site plan, grading and landscaping plans, lighting, drainage, exterior signs, construction materials, and other plans of Grantee having to do with the quality of construction, provisions made for the maintenance of improvements and overall aesthetics of the development (hereinafter collectively referred to as the Approved Development Plan).

This deed is executed, delivered and accepted on the condition that the plans of the Grantee for the overall development of the land herein conveyed shall preserve as many of the trees upon said land as possible. Any cutting of said trees other than in the manner set forth in the Approved Development Plan shall be a breach of this condition. Upon such breach, liquidated damages in the amount of $25,000 shall be paid by Grantee to Grantor in accordance with that certain Agreement for the Sale of Real Estate between Grantor and Grantee, executed August 8, 1979, to which reference is herein made for full recitation of the terms of this condition.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers of its Joint Venturers on this 11th day of September, 1979.

HICKORY HOLLOW ASSOCIATES

By: INTEREAL COMPANY, Joint Venturer

By D. Allen Patton Jr.
Vice President

By: HICKORY HOLLOW MALL, INC., Joint Venturer

By Harry E. Latimer V.P.

By Hugo Urbant, V.P.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Diane Lewis, a Notary Public of the State and County aforesaid, personally appeared D. 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 11th day of September, 1979.

Diane Lewis
Notary Public

My commission expires: 7-18-82

DIANE LEWIS NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES 7-18-82

STATE OF TENNESSEE

BOOK 5501 PAGE 22

COUNTY OF DAVIDSON

Before me, Myra K. Medlock, 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 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 11th day of September, 1979.

Myra K. Medlock

Notary Public

My commission expires:

MYRA K. MEDLOCK NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF Tennessee

COUNTY OF Davidson

Before me, Myra K. Medlock, 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 contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 11th day of September, 1979.

Myra K. Medlock

Notary Public

My commission expires:

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN. SEP 19 12 19 PM '79 IDENTIF. REFERENCE F 52821

EXHIBIT A

A parcel of land in the 1st Civil District, Nashville, Davidson County, Tennessee, bounded on the south by Hickory Lane and on the west by Hickory Hollow Parkway, and being Lot No. 8A, Section II, Hickory Hollow Mall of record in Book 5190, page 327, Register's Office for Davidson County, Tennessee, more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated October 4, 1977, revised October 20, 1977, and April 25, 1979 as follows:

Beginning at a point in the easterly margin of Hickory Hollow Parkway, 280.18 feet from the centerline of Bell Road; thence, N 46° 51' 49" E, 187.34 feet to a point; thence, S 43° 08' 11" E, 124.00 feet to a point; thence, S 33° 37' 12" E, 70.38 feet to a point; thence, S 43° 08' 11" E, 35.00 feet to a point in the northerly margin of Hickory Hollow Lane; thence, westerly with a curve to the right along Hickory Lane having a central angle of 12° 48' 55", a radius of 270.00 feet and a distance of 60.39 feet to a point; thence, S 46° 51' 49" W, 80.81 feet to a point, the beginning of a curve to the right; thence, with said curve having a central angle of 190° 00', a radius of 35.00 feet and a distance of 54.98 feet to a point; thence, along Hickory Hollow Parkway, N 43° 08' 11" W, 200.14 feet to the point of beginning, Containing 0.98 acre, 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, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5501 PAGE 24

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			200000.00- CO	
			520.00 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 535.50-	
256(	09/19/79		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 52821

IDENTIF. REFERENCE

SEP 19 12 19 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 712835