This instrument prepared by:
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

WARRANTY DEED

BOOK 5501 PAGE 220

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
The Equitable Life Assurance Society of the United States (NAME)	Imperial Management Company (NAME)	133-23
1285 Avenue of the Americas (STREET ADDRESS OR ROUTE NUMBER)	615 Main Street (STREET ADDRESS)	133-116 133-115
New York, New York 10019 (CITY) (STATE) (ZIP)	Nashville, Tennessee 37206 (CITY) (STATE) (ZIP)	133-113

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 ($10.00)---------- *Dollars,* and other valuable consideration, the receipt of which is hereby acknowledged,

Windlands Center, a Tennessee General Partnership composed of L. H. Hardaway, Sr., and L. H. Hardaway, Jr., has ~~this day bargained and sold, and~~ does hereby transfer and convey unto the said The Equitable Life Assurance Society of the United States, a New York corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

See Exhibit "A" for a complete description of the property.

Seller's Agreement executed by Windlands Center, a Tennessee General Partnership composed of L. H. Hardaway, Sr., and L. H. Hardaway, Jr., to and for the benefit of The Equitable Life Assurance Society of the United States, dated the 19th day of September, 1979, which survives the transfer of the property conveyed herein by the Grantor.

The Seller's Certificate executed by Windlands Center, a Tennessee General Partnership composed of L. H. Hardaway, Sr., and L. H. Hardaway, Jr., to and for the benefit of The Equitable Life Assurance Society of the United States, dated the 19th day of September, 1979, which survives the transfer of the property conveyed herein by the Grantor.

Article VIII of the Rider attached to and forming part of the Offer to Sell Real Estate to The Equitable Life Assurance Society of the United States relative to Hardaway properties, said Offer dated June 5, 1978, and accepted by Equitable July 13, 1978, which shall survive the transfer of the property conveyed herein by the Grantor.

Lease executed by and between Windlands Center, a General Partnership, and J. C. Penney Company, Inc., a Delaware Corporation, dated November 21, 1974, with Memorandum of Lease dated November 21, 1974, of record in Book 4887, Page 835, Register's Office for Davidson County, Tennessee, and Lease Term Agreement dated August 23, 1975, of record in Book 4956, Page 345, Register's Office for Davidson County, Tennessee, and First Amendment of Lease, dated February 28, 1976, with Supplemental Memorandum of Lease dated February 28, 1976, of record in Book 5024, Page 307, Register's Office for Davidson County, Tennessee.

Lease executed by and between Windlands Center, a General Partnership, and Hancock Textile Co., Inc., a Mississippi Corporation dated January 13, 1976, of record in Book 5001, Page 685, Register's Office for Davidson County, Tennessee, and Non-Disturbance and Attornment Agreement dated January 13, 1976, of record in Book 5001, Page 689, Register's Office for Davidson County, Tennessee.

Lease executed by and between Windlands Center, a General Partnership, and Gulf Tide Foods, Inc., a Tennessee Corporation, dated March 29, 1977, with Short Form Lease of record in Book 5196, Page 922, Register's Office for Davidson County, Tennessee, and Guaranty dated March 11, 1977.

Lease executed by and between Windlands Center, a General Partnership, and Milam's Inc., a Tennessee Corporation, dated July 7, 1975.

Lease executed by and between Windlands Center, a General Partnership, and David Laake d/b/a Minuteman Press dated August 11, 1979.

Lease executed by and between Windlands Center, a General Partnership, and Linda Hair, Kenneth Hair, Carolyn Snyder, and Gerald Snyder, dated May 2, 1977. Assignment of Lease to Mary Anne Turner dated June 2, 1978.

Lease executed by and between Windlands Center, a General Partnership, and Country Miss, Inc., a New York Corporation, dated May 13, 1975.

Lease executed by and between Windlands Center, a General Partnership, and No. 1 Kelly Lyn Figure Salon, Inc., a Tennessee Corporation, dated July 6, 1976, and letter dated August 10, 1979.

Lease executed by and between Windlands Center, a General Partnership, and Knight Head, Inc., a Tennessee Corporation, dated October 8, 1975.

Lease executed by and between Windlands Center, a General Partnership, and Model Shoe Rebuilders, Inc., a Tennessee Corporation, dated November 13, 1975

Lease executed by and between Windlands Center, a General Partnership, and Consolidated Theatres, Inc., a North Carolina Corp., dated 1/17/75, and Memorandum of Lease of record in Book 5039, Page 159, Register's Office for Davidson County, Tennessee.

Lease executed by and between Windlands Center, a General Partnership, and Stein Mart-Nashville, Inc., dated May 8, 1979, and Guaranty dated May 8, 1979, and letter dated June 4, 1979.

All easements and setback lines shown by Plans of record in Book 4860, Page 91, Register's Office for Davidson County, Tennessee, and in Book 5191, Page 300, Register's Office for Davidson County, Tennessee, as amended in Book 5499, Page 596, Register's Office for Davidson County, Tennessee, and by survey by G & G Engineering Company dated July 21, 1979.

Exceptions as set forth in Title Policy issued by the Title Insurance Company of Minnesota bearing No. 225932 to and for the benefit of the Grantee herein.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $3,350,000.00

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

Affiant

My commission expires 6-3-81
(Affix Seal)

Notary Public

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee~~s~~ ~~and~~ its successors and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered., except as hereinabove set forth and for taxes for 1979 which are a lien but not yet due and payable which the Grantee herein agrees to assume and pay, its successors

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, ~~their heirs and~~ its successors and assigns, against the lawful claims of all persons.

Whenever 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 our hands this 19th *day of* September, *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.*

WINDLANDS CENTER, a Tennessee General Partnership composed of L. H. Hardaway, Sr., and L. H. Hardaway, Jr.

By: L. H. Hardaway, Sr.

By: L. H. Hardaway, Jr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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....., Tennessee, this..... day of....., 19.....

....., *Notary Public.*

Commission Expires.....

STATE OF.....
COUNTY OF.....

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.....

....., *Notary Public.*

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Virginia Reasoner *a Notary Public of the State and County aforesaid, personally appeared* L. H. Hardaway, Sr., and L. H. Hardaway, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves ~~xxxx~~ *to be* Partners *of the* Windlands Center General Partnership, *the within named bargainor, a* ~~xxxxxxxx~~ *and that* they ~~xx~~ *as such* Partners, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the* ~~xxxxxxxx~~ General Partnership *by* themselves ~~xxxxxx~~ *as* Partners.

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

Virginia Reasoner
Notary Public

Commission Expires June 18, 1982.

F. 52918

IDENTIF. REFERENCE

SEP 19 3 06 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RUSH

NOTARY PUBLIC
VIRGINIA REASONOVER
DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Description

A parcel of land being Lot Nos. 3, 4, and Reserve Parcel "A," Windlands Center, as recorded in Plat Book 4860, Page 91, Register's Office for Davidson County, Tennessee, and Lot No. 5, Windlands Center, as recorded in Plat Book 5190, Page 300, Register's Office for Davidson County, Tennessee, as amended of record in Book 5492, Page 596, Register's Office for said County, and described more particularly according to a survey prepared by G & G Engineering Co., dated July 21, 1979, as follows:

BEGINNING at a point, this point being an iron pin set in the eastern margin of Nolensville Road, 442 feet North of Elysian Fields Road; thence North 41° 09' 25" West 972.05 feet along the eastern margin of Nolensville Road to a concrete monument, thence North 48° 50' 35" East, 190.00 feet to an iron pin; thence North 41° 09' 25" West, 179.47 feet to an iron pin; thence South 85° 08' 06" West, 235.73 feet to an iron pin on the eastern margin of Nolensville Road; thence along the eastern margin of Nolensville Road, North 41° 09' 25" West, 50.00 feet to a concrete monument; thence South 89° 35' 08" East, 827.40 feet along the L & N Railroad property to a concrete monument; thence South 01° 10' 39" East, 56.05 feet to a point; thence South 41° 09' 25" East, 215.47 feet to a point; thence South 48° 50' 35" West, 3.00 feet to a point; thence South 41° 09' 25" East, 532.67 feet to an iron pin; thence South 48° 48' 00" West, 580.00 feet to an iron pin; this point being the point of beginning, and containing 13.378 acres, more or less.

BEING part of the same property conveyed to Windlands Center, a Tennessee General Partnership composed of L. H. Hardaway, Sr., and L. H. Hardaway, Jr., by Deed from Mabel Clare Welch, of record in Book 4752, Page 361, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5501 PAGE 224

FOR

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
		Co 3,350,000.00		

9710.00 CO TX
.50 PRFEE
12.50 WDE D
CHECK 9720.50-
2695AD9/19/79 PM .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 52918

IDENTIF. REFERENCE

SEP 19 3 06 PM '79

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 712966