This instrument prepared by:
Waller Lansden Dortch & Davis
2100 One Commerce Place
Nashville, Tennessee 37239

BOOK 5831 PAGE 739

Address New Owner(s) as Follows:	Send Tax Bills to:	Map-Parcel Numbers
Ben Tobin 1101 Hillcrest Drive Hollywood, Florida 33021	Same	To be assigned.

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, Robalee Lebanon, Ltd., a Tennessee limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto Ben Tobin, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A hereto.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns, forever; and the Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for the leases listed in Exhibit B hereto and the Permitted Title Exceptions listed in Exhibit C hereto, and Grantor does further covenant and bind itself and its successors and assigns to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever. 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.

This is improved property, known as Jackson Village Shopping Center, Shutes Lane and Lebanon Road, Hermitage, Davidson County, Tennessee.

Witness my hand this 17th day of December, 1981.

ROBALEE LEBANON, LTD.

By _____
W. Kenneth Elrod, General Partner

J. C. BRADFORD PROPERTIES, INC.,
General Partner

By _____
W. Kenneth Elrod, President

State of Tennessee)
)
County of Davidson)

The actual consideration or value, whichever is greater, for this transfer is $3,775,000 Too.

W. Keith Elrod
Affiant

Subscribed and sworn to before me, this the 17th day of December, 1981.

Bonnie L. Ellerspen
Notary Public

My commission expires:

Jan. 20, 1985

LAND DESCRIPTION

Being a certain parcel of land located in the 2nd Civil District of Davidson County Tennessee; and being further described as follows:

Beginning at the centerline intersection of Lebanon Road (US Hwy 70) and Shute Lane;

Thence with the centerline of Shute Lane N 04°-38'-10"E - 227.50 feet to a point;

Thence S 85°-21'-50"E - 30.00 feet to an iron pin; said iron pin being the point of beginning of the herein described tract; said iron pin also being situated in the easterly margin of said Shute Lane;

Thence with the said margin of Shute Lane N 04°-38'-10"E - 669.48 feet to an iron pin; said iron pin being the southwest corner of the Y.M.C.A. property as recorded in Book 5683, Page 9, Register's Office Davidson County, Tennessee (RODC,Tn.)

Thence leaving the said margin of Shute Lane and with the southerly property line of the Y.M.C.A. property S 89°-33'-44"E - 489.64 feet to an iron pin;

Thence N 00°-06'-08" E - 148. 75 feet to an iron pin;

Thence S 89°-53'-52" E - 40.00 feet to an iron pin; said iron pin being situated in the westerly property line of the Moore-Handley Inc. property as recorded in Book 5230, Page 637, RODC, Tn;

Thence leaving the Y.M.C.A. property and with the westerly property line of Moore-Handley Inc. S 00°-06'-08" W - 359.98 feet to an iron pin;

Thence N 88°-17'-08" E - 95.00 feet to a railroad spike in pavement;

Thence S 00°-06'-08" W - 184.62 feet to an iron pin;

Thence leaving the said property line of Moore-Handley Inc. N 89°-33'-44" W - 136.93 feet to an iron pin;

Thence S 00°-26'-16"W - 222.17 feet to an iron pin; said iron pin being situated in the northerly margin of the aforementioned Lebanon Road;

Thence with the said margin of Lebanon Road and in a westerly direction with a curve to the left having a radius of 1597.70 feet a distance of 16.99 feet to an iron pin;

Thence with another curve to the left having the same 1597.70 feet radius a distance of 279.73 feet to an iron pin;

Thence leaving the said margin of Lebanon Road N 00°-38'-10"E - 45.16 feet to an iron pin;

Thence N 89°-21'-50"W - 260.05 feet to the point of beginning.

Containing 8.74 Acres or 380,550 square feet.

Being a portion of Tract #2 as shown on the plat of Lenox Square (revised) and recorded in Book 5210, Page 282, RODC, Tn.

Also being a portion of the same property conveyed to Robalee Lebanon Ltd by J. R. Freeman, Trustee on July 10, 1980 and recorded in Book 5611, Page 255, RODC, Tn.

EXHIBIT B - DESCRIPTION OF THE LEASES

All leases, tenant agreements, agreements and the like now or prior to the Closing entered into by Robalee Lebanon, Ltd. with respect to the Property, including but not limited to the following:

1. Lease recorded in Book 5595, page 115, RODC and Lease Agreement, dated April 7, 1980, by and between C. R. Satterfield and Flora T. Satterfield and The Kroger Co., as amended by Lease Modification Agreement No. 1, dated January 30, 1981 (as to Landlord) and April 3, 1981 (as to Tenant), between Robalee Lebanon, Ltd. and The Kroger Co., the Lessors' interest in such Lease and Lease Agreement having been previously assigned to Robalee Lebanon, Ltd.

2. Lease recorded in Book 5594, page 776, RODC and Lease Agreement, dated April 11, 1980, by and between C. R. Satterfield and Flora T. Satterfield and SupeRx Drugs Corporation, as amended by Lease Modification Agreement No. 1, dated January 30, 1981 (as to Landlord) and February 23, 1981 (as to Tenant), by and between Robalee Lebanon, Ltd. and SupeRx Drugs Corporation, the Lessors' interest in such Lease and Lease Agreement having been previously assigned to Robalee Lebanon, Ltd.

3. Lease recorded in Book 5584, page 447, RODC and Lease Agreement, dated March 17, 1980, by and between C. R. Satterfield and Pic 'N Pay Shoes of Tennessee, Inc., as amended by Agreement Amending Lease, dated February 26, 1981, between Robalee Lebanon, Ltd. and Pic 'N Pay Shoes of Tennessee, Inc., and Guaranty of Lease, dated March 17, 1980, by Pic 'N Pay Shoes, Inc., the Lessor's interest in such Lease having been previously assigned to Robalee Lebanon, Ltd.

4. Lease, dated October 3, 1981 and recorded at Book 5830, page 76, RODC, between Robalee Lebanon, Ltd. and Gabe's T.V., Inc.

5. Lease, dated October 5, 1981, between Robalee Lebanon, Ltd. and Creations Unlimited, Inc.

6. Lease, dated October 6, 1981, between Robalee Lebanon, Ltd. and Ace Sporting Goods, Inc. d/b/a The Athlete's House.

EXHIBIT C - PERMITTED TITLE EXCEPTIONS

(a) The leases described in Exhibit B hereto.

(b) Memorandum of Agreement of record in Book 5375, page 624, Register's Office of Davidson County, Tennessee ("RODC").

(c) Restrictions and easements contained in deed of record in Book 5611, page 255, RODC.

(d) Owner's Certificate and easements contained in Plan of record in Book 5210, page 282, RODC.

(e) The Cross-Easement Agreement between Robalee Lebanon, Ltd. and Ben Tobin dated the date hereof and recorded on the same day as this instrument.

(f) The lien for current year real property taxes which taxes have been prorated as of the date hereof and assumed by Ben Tobin.

(g) Agreement, dated July 15, 1981, by and between Robalee Lebanon, Ltd. and YMCA Foundation of Metropolitan Nashville of record in Book 5822, page 150, RODC and Conveyance of Easement, dated July 15, 1981, from Robalee Lebanon, Ltd. to YMCA Foundation of Metropolitan Nashville of record in Book 5822, page 153, RODC.

(h) Overhead Line Easement, dated August 27, 1981, from Robalee Lebanon, Ltd. to Metropolitan Government of record in Book 5790, page 378, RODC.

(i) Overhead Line Easement, dated October 14, 1981, from Robalee Lebanon, Ltd. to Metropolitan Government of record in Book 5822, page 658, RODC.

(j) Overhead Line Easement, dated October 14, 1981, from Robalee Lebanon, Ltd. to Metropolitan Government of record in Book 5822, page 659, RODC.

(k) Easement, dated December 4, 1981 from Robalee Lebanon, Ltd. to First Suburban Water Utility District of Davidson County, Tennessee (Cumberland Utility Agreement) of record in Book 5829, page 562, RODC.

(l) Easement, dated December 4, 1981 from Robalee Lebanon, Ltd. to First Suburban Water Utility District of Davidson County, Tennessee (Cumberland Utility Agreement) of record in Book 5829, page 564, RODC.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5831 PAGE 744

Before me, Bonnie L. Gleaspen, a Notary Public of the state and county aforesaid, personally appeared W. Kenneth Elrod, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be individually a General Partner of Robalee Lebanon, Ltd. and President of J. C. Bradford Properties, Inc., the other General Partner of Robalee Lebanon, Ltd., the within named Grantor, a Tennessee limited partnership, and that he as such individual General Partner and as President of the corporate General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the within named Grantor.

Witness my hand and seal of office in Davidson County, Nashville, Tennessee, this the 17th day of December, 1981.

Bonnie L. Gleaspen
NOTARY PUBLIC

My commission expires:

January 20, 1985

RUSH

G 72440

RECEIVED FOR RECORD
DAVIDSON COUNTY, TN.
DEC 17 12 35 PM '81
REGISTER'S FEE
IDENTIFICATION

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5831 PAGE 745

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		3,775,000 00	
			[illegible] CO TX	
			.50 PRFEE	
			15.50 MTGE	
			[illegible]	
			3604A12/17/81 [illegible]	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

072440

DEC 17 12 35 PM '81

No. 858500