Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Shelter Mutual Insurance Co. 1817 West Broadway Columbia, Missouri 65218	Same	Map 163 Part of Parcel 57

This instrument prepared by: Boult, Cummings, Conners & Berry, 21st Floor, First American Center, Nashville, TN 37238

WARRANTY DEED

BOOK 5951 PAGE 30

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Intereal Company, a Tennessee corporation, and Hickory Hollow Mall, Inc., a Georgia corporation, a joint venture doing business as Hickory Hollow Associates (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said Shelter Mutual Insurance Company, a Missouri corporation (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit A which is attached hereto and incorporated herein by reference ("the Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. Real estate taxes for the current year which have been prorated between the parties.

STATE OF TENNESSEE
COUNTY OF Davidson
The actual consideration or value, whichever is greater, for this transfer is $270,000.00.

SHELTER MUTUAL INSURANCE COMPANY

By: _____
Affiant

Subscribed and sworn to before me this 15th day of October, 1982.

_____
Notary Public
My commission Expires: 10-7-82

10/15 717.50- CHECK

4414

2. Terms and provisions of the Deed of Declaration of record in Book 5091, page 533, as amended by instruments of record in Book 5249, page 450, and Book 5318, page 762, said Register's Office.

3. All matters shown on the Plan of record in Book 5190, page 630, said Register's Office.

4. Terms and provisions of the Restated and Amended Declaration of Protective Covenants of record in Book 5441, page 968, as further amended by instrument of record in Book 5792, page 491, and as made applicable to the Property by instrument of record in Book 5951, page 26, said Register's Office.

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, Grantee's successors and assigns, forever.

And 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 as set forth hereinabove.

And Grantor does further covenant and bind itself, its representatives and successors to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

Grantor reserves a right of first refusal to repurchase the Property for a term of ten (10) years from the date hereof. This right of first refusal shall be at the price and on the same terms and conditions as Grantee may be able to sell the Property to a third party. To this end, if Grantee shall obtain an acceptable offer to purchase the Property from a third party, it shall give notice in writing of the same to Grantor by certified mail, return receipt requested, which

notice shall set forth the consideration, terms of payment, and all other relevant factors, including the name of the proposed purchaser. Said notice shall include Grantee's offer to sell the Property to Grantor at the price and on the terms of such offer. Grantor shall have thirty (30) days from the mailing of such notice within which to accept or reject Grantee's offer to sell the Property to it, it being stipulated that if Grantee has not received Grantor's written response to Grantee's offer within such thirty (30) day period, it shall be deemed to have elected not to exercise this right of repurchase. If Grantor shall elect to repurchase, the Property shall be conveyed to it upon its compliance with all of the terms and conditions of the offer.

The foregoing right of first refusal shall not apply to any transfer, sale, or conveyance between Grantee and its subsidiaries or affiliates; provided, however, that any such affiliated successor shall take title subject to the continuing right of first refusal in Grantor as granted herein.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 15th day of October, 1982, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

HICKORY HOLLOW ASSOCIATES

BY: HICKORY HOLLOW MALL, INC.

By: _____
Senior Vice President

BY: INTEREAL COMPANY

By: _____

STATE OF GEORGIA

COUNTY OF Cobb

Before me, Natalie D. Benefield a Notary Public of the State and County aforesaid, personally appeared Robert P. Hunter, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Sr. V.P. of HICKORY HOLLOW MALL, INC., the within named bargainor, a corporation, and that he as such Sr. V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. V.P.

WITNESS my hand and seal, at office in Atlanta, Georgia, this 15th day of October, 1982.

Natalie D. Benefield
Notary Public

My Commission Expires: Notary Public, Georgia State at Large My Commission Expires June 25, 1983

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Betty Grigsby, a Notary Public of the State and County aforesaid, personally appeared G. Allen Patton, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice Pres. of INTEREAL COMPANY, the within named bargainor, a corporation, and that he as such V. Pres., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as V. Pres.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 15th day of October, 1982.

Betty Grigsby
Notary Public

My Commission Expires:

BETTY GRIGSBY
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
MY COMMISSION EXPIRES
OCTOBER 21, 1984

EXHIBIT A

Being a tract of land located in the First Civil District, Nashville, Davidson County, Tennessee, south of Mt. View Road, southwest of Hickory Hollow Mall and north of Cane Ridge Road, being Lot D-2, Section Seventeen, Hickory Hollow Mall, of record in Book 5190, page 630, Register's Office, Davidson County, Tennessee, described according to a survey of Barge, Waggoner, Sumner and Cannon, dated April 9, 1982, as follows:

BEGINNING at a concrete monument at the northwest corner of C. F. Gaulden, being a common corner with Hickory Hollow Associates; thence, with Gaulden's north line, N 58° 18' 37" W, 564.14 feet; thence N 44° 11' 23" E, with Hickory Hollow Associates' east line, 315.33 feet; thence, S 45° 48' 37" E, 101.01 feet; thence with a curve to the left having a central angle of 62° 42' 46", a radius of 136.28 feet, a chord bearing S 77° 10' E, 141.83 feet and a curve length of 149.17 feet to a point in the west margin of Hickory Hollow Mall ring road; thence, with said ring road, with a curve to the left in a southeasterly direction, said curve having a central angle of 32° 35', a radius of 360.00 feet, a chord bearing S 33° 03' 30" E, 201.98 feet and a curve length of 204.73 feet; thence S 49° 21' E, 91.74 feet to a concrete monument; thence, S 04' 21' E, 35.36 feet; thence, S 40° 39' W, 54.73 feet; thence, with a curve to the left having a central angle of 34° 28', a radius of 220.0 feet, a chord bearing S 23° 29' W, 130.36 feet and a curve length of 132.34 feet; thence, N 83° 49' 08" W, 49.70 feet to the point of beginning, containing 3.56 acres, 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 by deed of record in Book 4920, page 933, Register's Office, Davidson County, Tennessee.

RUSH

IDENTIF. REFERENCE

OCT 15 3 20 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

H 12880

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

BOOK 5951 PAGE 35

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
			270000.00- CO	
			702.00 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 717.50-	
			4414A10/15/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H I 2 8 8 6

T. IDENTIF. REFERENCE

OCT 15 3 20 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 905082