BOOK 6095 PAGE 957

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
American Diversified Capital Corporation	Attn:J. Reid Horne American Development Corporation 120 Copeland Rd.,N.E. #233 Atlanta, GA 30342	Map 163 Parcel 57 2DU-17730

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

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc. and Intereal Company (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said American Diversified Capital Corporation, a California 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 exceptions contained on Exhibit "B", which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $536,750.00.

Affiant

Subscribed and sworn to before me this 14th day of Sept., 1983.

Notary Public
My commission expires: 1-24-86

This is unimproved property, located on Mt. View Road immediately West of the property occupied by Hickory Hollow Mall in Nashville, Davidson County, Tennessee.

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 covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth in this Deed.

And Grantor does further covenant and bind itself, its successors and 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.

If, after the expiration of one (1) year from the date hereof, the actual construction of a building and other improvements upon the Property has not commenced, Grantor shall have the option (exercisable by notice in writing to Grantee at any time within three (3) months after the expiration of such year) of refunding all consideration paid to it by Grantee, with interest computed at the rate of eight (8%) percent per annum, and retaking title and possession to the Property; provided, however, that this time period may be extended by mutual agreement of the parties. The reconveyance pursuant to this paragraph shall be by special warranty deed subject only to those matters set forth in Exhibit B hereto, with the property taxes upon the Property being apportioned as of the date of reconveyance, said reconveyance to be closed within thirty (30) days following the exercise of this right of repurchase.

This deed is executed, accepted, and delivered on condition that the initial primary use of the Property by the Grantee shall be as a garden-type apartment project containing up to two hundred thirty-eight (238) units; provided, nevertheless,

that this restriction shall not preclude other subsequent uses of the Property by the Grantee. Any different initial use of the Property shall be subject to the approval of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 14th day of July, 1983, 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: _____
Vice President

By: Intereal Company

By: _____

STATE OF ~~GEORGIA~~ Tennessee
COUNTY OF ~~COBB~~ Davidson

Before me, Diane Nolen, a Notary Public in and for the County and State aforesaid, personally appeared Dale R. Gilcrease, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Hickory Hollow Mall, Inc., a Georgia corporation, which corporation is a joint venturer of Hickory Hollow Associates, the within named bargainor, a joint venture, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of Hickory Hollow Mall, Inc. as joint venturer on behalf of the joint venture by himself as Vice President.

WITNESS my hand and seal, at office in ~~Atlanta~~ Nashville, ~~Georgia~~ Tennessee, this 14th day of July, 1983.

Diane Nolen
Notary Public
My commission expires: 4-20-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Diane Nolen, a Notary Public in and for the County and State aforesaid, personally appeared B. Allen Patton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Intereal Company, a Tennessee corporation, which corporation is a joint venturer of Hickory Hollow Associates, the within named bargainor, a joint venture, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of Intereal Company as joint venturer on behalf of the joint venture by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 14th day of July, 1983.

Diane Nolen
Notary Public
My commission expires: 4-20-86

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located north of I-24, south of Mt. View Road, west of Bell Road, and being part of Reserved Parcel 1 as shown on the plan of Hickory Hollow Mall, Second Revision as of record in Book 5050, page 23, Register's Office for said County, more particularly described as follows:

Beginning at a point in the southerly margin of Mt. View Road, being the northeast corner of A. J. Rainey, et ux;

Thence, in a clockwise direction with Mt. View Road, S 77° 40' 05" E, 404.23 feet to a point, the northwest corner of Hickory Hollow Mall;

Thence, with the westerly margin of said Mall property, S 21° 08' 00" W, 1,001.44 feet to a point;

Thence, with a curve to the left having a central angle of 32° 58' 00", a radius of 700.00 feet, 402.76 feet to a point;

Thence, continuing with a curve to the left having a central angle of 04° 56' 00", a radius of 360.00 feet, 31.00 feet;

Thence, with a curve to the right in a northwesterly direction, said curve having a central angle of 62° 42' 46", a radius of 136.28 feet, a curve length of 149.17 feet and a chord bearing N 77° 10' 00" W, 141.83 feet;

Thence, N 45° 48' 37" W, 101.01 feet to a point;

Thence, S 44° 11' 23" W, 315.33 feet to a point;

Thence, with the north line of George P. Dale, et ux, N 58° 18' 37" W, 313.85 feet to a point in the easterly line of James A. Elliott, et al;

Thence, with Elliott's east line, N 12° 48' 16" E, 735.50 feet to a point;

Thence, N 04° 22' 30" E, 251.72 feet to a point;

Thence, N 05° 58' 33" E, 266.04 feet to a point, being the southwest corner of A. J. Rainey;

Thence, with Rainey's south line, S 83° 27' 28" E, 480.31 feet to a point;

Thence, N 00° 17' 15" E, 227.62 feet to the point of beginning.

Containing 21.47 acres, more or less.

Being part of the same property conveyed to Hickory Hollow Mall, Inc., a Georgia corporation, as to an undivided 50% interest and Intereal Company, a Tennessee corporation, as to an undivided 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, said Register's Office, and being described according to survey of Barge, Waggoner, Sumner & Cannon dated August 7, 1980, revised July 15, 1983, (File No. 4420-48).

Together with the non-exclusive right to use the Permanent Access Easements as reserved for the benefit of the above-described property and other lands for ingress and egress to and from the public rights-of-way, all as, and to the extent, set forth in that certain Deed of Declaration made by Hickory Hollow Associates under date of November 24, 1976, and of record in Book 5091, page 533, as amended by amendments of record in Book 5249, page 450, and in Book 5318, page 762, said Register's Office, and as shown on a plat of record in Book 5050, page 25, said Register's Office.

OFFICIAL RECEIPT

BOOK 6095 PAGE 962

EXHIBIT B

The conveyance of property by the annexed deed is made expressly subject to the following:

1. State and Metropolitan taxes for the year 1983 which have been prorated and the payment of which has been assumed by the Grantee.

2. Conditions of the owner's certificate as contained in the Plan of Hickory Hollow Mall, Second Revision, of record in Book 5050, page 23, Register's Office for Davidson County, Tennessee.

3. A slope easement along the east side of the Property as shown on the survey of the Property prepared by Barge, Waggoner, Sumner & Cannon, dated August 7, 1980, revised July 15, 1983, which easement is reserved for the benefit of the Grantor as owner of the property known as Hickory Hollow Mall, and its successors in title thereto.

4. A permanent access easement by and between Sears, Roebuck & Co. and Hickory Hollow Associates, of record in Book 5951, page 14, said Register's Office, which agreement contains certain maintenance and repair obligations, the performance of which shall be the sole responsibility of the Grantee.

5. Declaration of Protective Covenants for Hickory Hollow, as amended and restated May 11, 1979, by instrument of record in Book 5441, page 968, and as further amended by amendment dated September 4, 1981, of record in Book 5792, page 491, by second amendment dated October 15, 1982, of record in Book 5951, page 26, by third amendment dated February 15, 1983, of record in Book 6011, page 163, and by fourth amendment dated July 14, 1983, of record in Book ____, page ___, all in the Register's Office for Davidson County, Tennessee.

RUSH

H 6 0 7 6 2

IDENTIF. REFERENCE

JUL 15 3 15 PM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

2297 07/15 1413.92- CHECK

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6095 PAGE 963

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

536750.00- CO
1395.42 CO TX
.50 PRFEE
18.00 WDEED
CHECK 1413.92-
2297A07/15/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 6.0 7.6.2

IDENTIF. REFERENCE

JUL 15 3 15 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 964020