Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Village of Hickory Hollow Associates 932 Baddour Parkway Lebanon, TN 37087	Same	Map 163 Part of Parcels 102 and 95.2

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 Village of Hickory Hollow Associates, a partnership composed of Dixie G. Taylor, Fred Beene, Robert Whitcomb and Village of Hickory Hollow, Inc. (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").

Grantor hereby reserves unto itself, a ten (10) foot construction easement along the southerly boundary of the Property for use during the construction of a road, if such road is located along said boundary.

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.

2. The 10-foot construction easement along the southerly boundary of the Property above-described.

3. All matters shown on the Plan of record in Book 5200, page 546, said Register's Office.

4. Grantor's right of first refusal to repurchase the Property in the event that Grantee desires to sell the Property (i) prior to the construction of improvements thereon, or (ii) within one (1) year from the date hereof, whichever shall be earlier, as more particularly set out and described in paragraph 13 of that certain Agreement for Sale of Real Property by and between Grantor and Grantee, dated June 7, 1983.

5. Grantor's option to repurchase the Property in the event that actual construction of a building or other improvements upon the Property has not commenced within one (1) year from the date hereof as more particularly set forth and described in paragraph 14 of that certain Agreement for the Sale of Real Estate by and between Grantor and Grantee, dated June 7, 1983.

6. Unless the Grantor agrees otherwise in writing, the initial use of the Property by Grantee shall be only as a 100-bed nursing home and 20-bed congregate elderly facility.

7. In the event that the Metropolitan Government of Nashville and Davidson County, Tennessee, does not accept responsibility for the cost of maintaining that certain pump station, shown on Lot J-3 on the Plan of Section One, Hickory Hollow Terrace, of record in Plat Book 5200, page 546, Register's Office for Davidson County, Tennessee, the Grantee shall share in the expense of such maintenance on a prorata basis, based upon the acreage contained within the real property shown on the Plan of Section One, Hickory Hollow Terrace, which is serviced by said pump station.

8. The terms and conditions of the Restrictive Covenants attached hereto as Exhibit "B" and incorporated herein by this reference.

TO HAVE AND TO HOLD the said Property, 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 Property to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $175,600.00.

Affiant

Subscribed and sworn to before me this 26th day of July, 1983.

Notary Public
My commission expires: 12-20-85

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 26th day of July, 1983, the corporate venturers of Grantor having caused their names to be signed hereto by its duly authorized officers on said day and date.

HICKORY HOLLOW ASSOCIATES

By: Hickory Hollow Mall, Inc.

By:

Its: Vice President

By: Intereal Company

By:

Its: SR. V.P.

STATE OF Georgia
COUNTY OF Fulton

Before me, Peggy C. Liddell, a Notary Public in and for the County and State aforesaid, personally appeared Dale F. Gilmer, 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, GA, this 26th day of July, 1983.

Notary Public

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Nov. 7, 1986

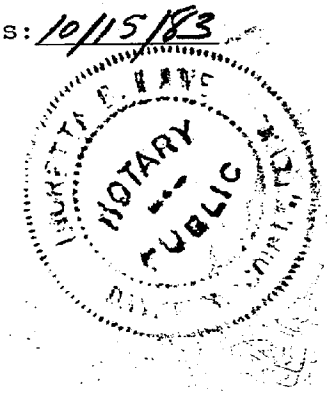
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Loretta B. Lane, a Notary Public in and for the County and State aforesaid, personally appeared J. Fred Hummel, 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 Senior 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 Sr. Vice Pres., 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 Sr. Vice President

WITNESS my hand and seal, at office in Nashville, Tennessee, this 26 day of July, 1983.

Loretta B. Lane
Notary Public

My Commission Expires: 10/15/83



dtmhhswd

EXHIBIT A

BEING Lot J-4 on Plan of Section One, Hickory Hollow Terrace, of record in Plat Book 5200, page 546, Register's Office for Davidson County, Tennessee, and described as follows:

BEGINNING at a concrete monument in the northeasterly margin of Hickory Hollow Terrace, said point being the common dividing line between Lot J-4 and J-5 (reserve Parcel), thence with the margin of Hickory Hollow Terrace along a curve to the left having a radius of 1,225.00 feet, northwesterly a distance of 105.12 feet, to a concrete monument; thence leaving said Hickory Hollow Terrace along a curve to the left having a radius of 1,225.00 feet northwesterly a distance of 55.23 feet to a concrete monument; thence North 62° 18' West 488.76 feet to a concrete monument; thence North 34° 18' East 90.00 feet to a concrete monument; thence North 34° 18' East 100.38 feet to a concrete monument; thence North 33° 58' East 149.50 feet to a concrete monument; thence South 62° 18' East a total distance of 538.35 feet to a concrete monument; thence South 24° 49' West 342.67 feet to the point of beginning.

BEING the same 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 for Davidson County, Tennessee.

Exhibit B

RESTRICTIVE COVENANTS

The Property conveyed in the deed to which this instrument is annexed is sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its successors and assigns, for a period of twenty-five (25) years from and after the date of said deed, to wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the immediate surrounding areas. No construction or design of an obsolete nature shall be permitted. All buildings shall be of masonry or similar construction. No metal clad or frame construction shall be permitted, and all buildings shall be covered on all sides with brick veneer, stone or other construction materials approved by Grantor. No concrete block shall be exposed on the exterior of any building. No temporary buildings shall be permitted.

In addition, all buildings or other structures erected upon the Property shall be of a design and height satisfactory to the Grantor. For this purpose, the Grantee, its successors or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to the commencement of construction or any other development of improvements upon the Property. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the Property, which plan shall be

submitted to the Grantor for its approval in writing, and upon such approval, such plan shall be carried out in detail. The development of landscaping plans for the Property, the quality and quantity of the same, will be at least comparable to that provided in the surrounding areas. The Grantee shall maintain the exterior of the Property and all landscaping at all times in a good, orderly, and neat condition.

3. No loading dock or platform shall be constructed, used, or maintained on that portion of any building or the structure which faces any street.

4. All exterior signs shall be subject to the approval of the Grantor. All signs shall be located on the face of the buildings, except that one freestanding sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

5. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinerators shall be kept, used, or maintained on any portion of the Property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the Property at regular intervals to prevent any unnecessary accumulation thereof.

6. Adequate off-street parking shall be provided on the Property for the employees, customers, and invitees of the Grantee, as required by the off-street parking ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

7. The Property may be used only as a nursing home or residential facility for the elderly. No other use shall be permitted except upon the written approval of the Grantor.

8. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no

wise affect any of the other covenants, which shall remain in full force and effect for the remainder of the term hereof. These covenants and restrictions may be enforced by Grantor, its successors and assigns, by action at law and/or in equity, and Grantor shall have the right to seek specific performance or injunctive relief for failure of Grantee to comply therewith.

H6 2 9 0 4

IDENTIF. REFERENCE

JUL 26 3 28 PM '83

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

RUSH

4813 07/26/83 - CHECK

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6102 PAGE 543

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
			175600.00- CO	
			456.56 CO TX	
			.50 PRFEE	
			24.00 WDEED	
			CHECK	481.06-
4813A07/26/83			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H62904

IDENTIF. REFERENCE

JUL 26 3 29 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 966471