This Instrument Prepared By:
Thrailkill & Goodman, P.C.
20th Floor
First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
The Hillhaven Corporation 1148 Broadway Tacoma, WA 98401	The Hillhaven Corporation 1148 Broadway Tacoma, WA 98401 Attn.: Wanda Liner	Map 163 Part of Parcels 102 and 95.2

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, VILLAGE OF HICKORY HOLLOW ASSOCIATES, a partnership composed of Dixie G. Taylor, Fred W. Beene, Robert L. Whitcomb, and The Village of Hickory Hollow, Inc. (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said THE HILLHAVEN CORPORATION, a Tennessee 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.

2. The 10-foot construction easement along the southerly boundary of the Property to be used in the construction of a road.

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

4. 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.

5. Mortgage Deed of Trust and Security Agreement of record at Book 6102, page 544 (as corrected at Book 6142, page 217), and Financing Statement of record at Book 6102, page 679 (as corrected at Book 6142, page 222), said Register's Office.

6. Indenture of Trust of record at Book 6102, page 590, said Register's Office.

7. Storm Water Detention Agreement of record at Book 6142, page 226, said Register's Office.

8. Sanitary Sewer and/or Storm Drainage easement of record at Book 6518, page 728, said Register's Office.

9. 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, it successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

BOOK 6577 PAGE 214

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 4406,529[illegible] .

Affiant

Subscribed and sworn to before me this 7th day of June, 1985.

Notary Public

My Commission Expires:

10-24-88

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 7th day of June, 1985, the partners of Grantor having signed their names individually or having caused their names to be signed hereto by its duly authorized officers on said day and date.

VILLAGE OF HICKORY HOLLOW ASSOCIATES

By: Dixie G. Taylor

By: Fred W. Beene

By: Robert L. Whitcomb

By: The Village of Hickory Hollow, Inc.

By: Archie Crenshaw, President

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, M Brant, a Notary Public of the State and County aforesaid, personally appeared Dixie G. Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a partner of Village of Hickory Hollow Associates, the within named bargainor, a partnership, and that she as such Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by herself as Partner.

WITNESS my hand and seal, at office in Nashville, this 7th day of June, 1985.

Notary Public

My Commission Expires:
7-18-87

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, M Brant, a Notary Public of the State and County aforesaid, personally appeared Fred W. Beene, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Village of Hickory Hollow Associates, the within named bargainor, a partnership, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Partner.

WITNESS my hand and seal, at office in Nashville, this 7th day of June, 1985.

Notary Public

My Commission Expires:
7-18-87

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, M Brant, a Notary Public of the State and County aforesaid, personally appeared Robert L. Whitcomb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of Village of Hickory Hollow Associates, the within named bargainor, a partnership, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Partner.

WITNESS my hand and seal, at office in Nashville, this 7th day of June, 1985.

Notary Public

My Commission Expires:

7-18-87

STATE OF Tenn

COUNTY OF Davidson

Before me, M Brant, a Notary Public of the State and County aforesaid, personally appeared Archie Crenshaw, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of The Village of Hickory Hollow, Inc., a corporation and a partner of Village of Hickory Hollow Associates, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Nashville, this 4th day of June, 1985.

Notary Public

My Commission Expires:

7-18-87

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 49.89 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 Village of Hickory Hollow Associates by deed from Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc., and Intereal Company, of record in Book 6102, page 535, Register's Office for Davidson County, Tennessee.

J. I. I 3: 0 I
IDENTIF. REFERENCE
JUN 7 3 47 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Exhibit B

RESTRICTIVE COVENANTS

BOOK 6577 PAGE 218

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 Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc., and the Intereal Copmany (hereinafter referred to as "Hickory Hollow Associates"). No concrete blocks 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 Hickory Hollow Associates. For this purpose, the Grantee, its successors or assigns, shall, prior to the commencement of construction, submit to Hickory Hollow Associates 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 Hickory Hollow Associates 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 Hickory Hollow Associates 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 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 Hickory Hollow Associates. All signs shall be located on the face of the buildings, except that one free-standing 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 Hickory Hollow Associates 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 Hickory Hollow Associates.

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 Hickory Hollow Associates, its successors and assigns, by action at law and/or in equity, and Hickory Hollow Associates shall have the right to seek specific performance or injunctive relief for failure of Grantee to comply therewith.

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

RECEIVED OF _____

FOR _____

BOOK 6577 PAGE 221

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

4,406,529.00 cons
1456.90 CSTAX
.50 PRFEE
27.00 WDEED
CHECK 1484.40-
6059A06/07/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11:30

IDENTIF. REFERENCE

JUN 7 3 47 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 142535