BOOK 6870 PAGE 874

STATE OF GEORGIA

COUNTY OF FULTON

This instrument was prepared by: Thomas D. Hall, Esquire
Long, Aldridge & Norman
Two Concourse Parkway
Suite 750
Atlanta, GA 30328-5347

Address of New Owner(s): First Capital Institutional Real Estate, Ltd.-2
5775-D Peachtree-Dunwoody Road
Suite 650
Atlanta, GA 30342

Send Tax Bill to: First Capital Institutional Real Estate, Ltd.-2
5775-D Peachtree Dunwoody Road
Suite 650
Atlanta, GA 30343

Map/Parcel Nos. Map 26-15, Parcel 1

GENERAL WARRANTY DEED

THIS INDENTURE, made as of the 29th day of May, in the year One Thousand Nine Hundred Eighty-Six, between

NASHVILLE MARKETPLACE CO.,
a Tennessee General Partnership

having Ronald E. Huguenard, William V. Papaik, Thomas L. Schlachter and Joseph H. Swolsky as all of its partners, as party of the first part (hereinafter referred to as "Grantor"), and

FIRST CAPITAL INSTITUTIONAL REAL ESTATE, LTD.- 2,
a Florida Limited Partnership

having First Capital Properties Corporation, a Florida corporation as its managing general partner, as party of the second part (hereinafter referred to as "Grantee").

W I T N E S S E T H:

THAT, Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid at and before the sealing and delivery of these presents, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and

confirmed, and by these presents does hereby grant, bargain, sell, alien, convey, and confirm unto Grantee, its successors, successors-in-title, and assigns, that certain tract or parcel of land lying and being in the Tenth Civil District of Davidson County, Tennessee, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH those certain easements and appurtenances described on Exhibit "A" attached hereto and made a part hereof.

This conveyance and all warranties contained herein, are made subject to the matters described on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said tract or parcel of real property, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors, successors-in-title and assigns, forever.

AND THE SAID GRANTOR, for itself and for its successors, legal representatives, successors-in-title, and assigns, does hereby warrant, covenant, and agree to and with the said Grantee and its successors, successors-in-title, and assigns, that Grantor is lawfully seized and possessed of the aforesaid property in fee simple; that Grantor has good right to sell and convey the same to the said Grantee as aforesaid; and that the aforesaid property is free from all encumbrances except as hereinabove set forth. And the said Grantor does further covenant and bind itself and its successors, successors-in-title, legal representatives and assigns, to warrant and forever defend the right and title to the above-described real property unto Grantee, its successors, legal representatives, successors-in-title and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this Indenture to be executed by its duly authorized representatives the day and year first above written.

GRANTOR:

NASHVILLE MARKETPLACE CO.,
a Tennessee General Partnership,
by all of its partners

By: William V. Papaik
William V. Papaik

By: Ronald E. Huguenard
Ronald E. Huguenard

By: Thomas L. Schlachter
Thomas L. Schlachter

By: Joseph H. Swolsky
Joseph H. Swolsky

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me, LaBonney P. Taylor, a Notary Public of the State and County aforesaid, WILLIAM V. PAPAIK, RONALD E. HUGUENARD, THOMAS L. SCHLACHTER, and JOSEPH H. SWOLSKY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be partners of Nashville Marketplace Co., the within named bargainor, a Tennessee general partnership, and that they as such partners executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners.

WITNESS my hand and official seal at Atlanta, Georgia, this 29th day of May, 1986.

LaBonney P. Taylor
Notary Public

(NOTARY SEAL)

My commission expires:

LABONNEY P. TAYLOR
Notary Public, Georgia, State at Large
My Commission Expires Oct. 28, 1989

STATE OF GEORGIA

COUNTY OF FULTON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 5,366,000.00

Affiant

Subscribed and sworn to before me, this the 29th day of May, 1986.

Notary Public

(NOTARY SEAL)

My commission expires:

LABONNEY P. TAYLOR
Notary Public, Georgia, State at Large
My Commission Expires Oct. 28, 1986

EXHIBIT "A"

LEGAL DESCRIPTION
(NMC PARCEL)

A tract of land in the Tenth Civil District of Davidson County, Tennessee, being the property described as Lot 2 on the Plan of Property of Lot 2 of Revised Rivergate Marketplace, as of record in Plat Book 6250, Page 514, Register's Office of Davidson County, and being more particularly described as follows:

BEGINNING at an iron pin in the southeasterly right-of-way line of Gallatin Road (U.S. 31-E) (being a 148.70' right-of-way), said point being a distance of 411.80 feet northeasterly of the northeast right-of-way line of Twin Hill Drive (formerly Liberty Lane) extended (being a 50' right-of-way); thence, along said southeasterly right-of-way line of Gallatin Road North 47°45'30" East, a distance of 728.35 feet to an iron pin at the northwesterly corner of the W. D. Tidwell et ux property, as of record in Deed Book 3308, page 336, Register's Office of Davidson County, Tennessee; thence, along the westerly line of said Tidwell property South 39°46'51" East, a distance of 620.54 feet to an iron pin; thence, South 47°45'30" West, a distance of 1014.31 feet to a point set in bluff; thence, North 42°14'30" West, a distance of 619.97 feet to the POINT OF BEGINNING, containing an area of 10.177 acres, more or less.

Being part of the same property conveyed to Nashville Marketplace Co., a Tennessee general partnership, of record in Book 6219, Page 162, Register's Office of Davidson County, Tennessee.

TOGETHER WITH, (a) all easements and rights benefitting the foregoing property as shown on plats recorded in Plat Book 6520, Pages 48, 102, and 514, Register's Office of Davidson County, and (b) all right, title and interest of the owner of the foregoing property in and to certain contiguous property, as created by that certain Reciprocal Easement and Development Agreement recorded in Book 6344, Page 518, in said Register's Office, as revised by that certain Revised Reciprocal Easement and Development Agreement recorded in Book 6713, Page 520, in said Register's Office.

LESS AND EXCEPT the following real property:

A tract of land in the Tenth Civil District of Davidson County, Tennessee, being the property described as Lot 2A on the Plan of Property of Lot 2 of Revised Rivergate Marketplace, as of record in Plat Book 6250, Page 514, Register's Office of Davidson County, and being more particularly described as follows:

To find the true point of beginning, begin at a concrete monument in the southeasterly right-of-way of Gallatin Road (U.S. 31-E) (being a 148.7' right-of-way), said point being the northeasterly corner of the Nashville Marketplace Company property and the northwesterly corner of the W. D. Tidwell, et ux property, as of recorded in Deed Book 3308, page 336, Register's Office of Davidson County, Tennessee; thence along the westerly line of said Tidwell property South 39°46'51" East, a distance of 430.34 feet; thence, South 47°45'30" West, a distance of 60.86 feet to the POINT OF BEGINNING of the subject property; thence, along a line 5.0 feet from and parallel to the face of the building South 42°14'30" East a distance of 145.50 feet to a point; thence, along a line 16.0 feet from and parallel to the face of the building South 47°45'30" West, a distance of 116.25 feet to a point; thence, North 42°14'30" West, a distance of 14.0 feet to a point; thence, along a line 2.0 feet from and parallel to the face of the building South 47°45'30" West, a distance of 130.75 feet to a point; thence, along a line 2.0 feet from and parallel to the face of the building North 42°14'30" West, a distance of 9.0 feet to a point, thence, North 47°45'30" East, a distance of 2.50 feet to a point in the center of a 12 inch concrete block wall; thence, along centerline of wall North 42°14'30" West, a distance of 132.00 feet to a point; thence, along a line 9.0 feet from and parallel to the face of the building North 47°45'30" East, a distance of 150.83 feet to a point; thence, South 42°14'30" East, a distance of 9.50 feet to a point in the center of a 12" concrete block wall; thence, along center of wall North 47°45'30" East, a distance of 93.67 feet to the POINT OF BEGINNING, containing an area of 35,235 square feet more or less.

Being the same property conveyed to D & D Associates, a Tennessee general partnership, of record in Book 6758, Page 990, Register's Office of Davidson County.

EXHIBIT "B"

PERMITTED ENCUMBRANCES
(NMC PARCEL)

1. All taxes for the year 1986 and subsequent years;

2. Easements and restrictions set forth on plat recorded in Plat Book 6250, Page 514, in the Register's Office of Davidson County.

3. Reciprocal Easement and Development Agreement recorded in Deed Book 6344, Page 518, aforesaid records, as revised by Revised Reciprocal Easement and Development Agreement recorded in Deed Book 6713, Page 520, aforesaid records.

4. Memorandum of Lease (Marshall's of Gallatin Pike, Inc.) recorded in Deed Book 6350, Page 536, aforesaid records.

5. Confirmation of Lease (Pic 'N Pay) recorded in Deed Book 6429, Page 879, aforesaid records.

6. The rights of tenants in possession, as tenants only, under the tenant leases described on Exhibit "C" attached hereto.

EXHIBIT "B"

EXHIBIT "C"

SCHEDULE OF TENANT LEASES

1. Lease Agreement dated June 28, 1984, by and between Nashville Market Place Company and Marshall's of Gallatin Pike, Inc., Guaranty of Lease dated June 28, 1984, as amended by Amendment to Lease Agreement dated May 28, 1986.

2. Lease Agreement dated July 18, 1984, by and between Huguenard, Inc. and K Mart Corporation, d/b/a Designer Depot. Memorandum of Lease dated July 18, 1984, by and between Huguenard, Inc., and K Mart Corporation d/b/a Designer Depot, as amended by Amendment to Lease dated May 28, 1986

3. Lease Agreement dated October 29, 1984, by and between Nashville Marketplace Co., and Sizes Unlimited, Inc. Rider to Lease Agreement dated October 29, 1984, Guaranty of Lease dated October 29, 1984.

4. Lease Agreement dated April 22, 1985,by and between Nashville Marketplace Co., and Leader Furniture Showrooms, Inc. d/b/a Leader Life-Style Store.

5. Lease Agreement dated September 18, 1984, by and between Nashville Marketplace Co., and Pic 'N Pay Stores, Inc., Addendum dated September 18, 1984.

6. Lease Agreement dated February 4, 1985, by and between Nashville Marketplace Co., and Lottie's Name Brand Discount Shoes, Inc. d/b/a Lotties.

7. Lease Agreement dated March 8, 1985, by and between Nashville Marketplace Co., and Music City Record Distributors, Inc., d/b/a Cat's Records & Video.

8. Lease Agreement dated October 18, 1985, by and between Nashville Marketplace Co., and ITT Commercial Financial Corporation, Addendum dated October 18, 1985.

9. Lease Agreement dated October 25, 1985, by and between Nashville Marketplace Co., and Horner-Rausch South, Inc.

10. Lease Agreement dated March 25, 1985, by and between Nashville Marketplace Co., and Cinten Corporation, d/b/a Empress Chili, Guaranty of Lease dated March 25, 1985.

11. Lease Agreement dated February 28, 1985, by and between Nashville Marketplace Co., and Harry's Clothing, Inc. d/b/a Harry's Clothing Big & Tall Men, as amended by Amendment to Lease Agreement dated April 1, 1986.

12. Lease Agreement dated January 11, 1985, by and between Nashville Marketplace Co., and The Wallpaper Store.

13. Lease Agreement dated August 28, 1984, by and between Nashville Marketplace Co., and Pots & Pans, Etc.

14. Lease Agreement dated November 7, 1984, by and between Nashville Marketplace Co., and Owen Pianos, Inc., Guaranty of Lease dated November 6, 1984.

15. Lease Agreement dated March 18, 1985, by and between Nashville Marketplace Co., and Green's Bookshelf, Inc., Guaranty of Lease dated March 18, 1985.

16. Lease Agreement dated March 21, 1986, by and between Nashville Marketplace Co. and DWM, Inc. d/b/a Supreme Golf of Nashville, as amended by Addendum to Lease dated April 18, 1986, and as further amended by Second Addendum dated May 28, 1986.

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IDENTIFT REFERENCE
MAY 29 2 59 PM '86
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

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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. 5,366 000.00

13951.60 CSTAX
.50 PRFEE
27.00 WDEED
CHECK 13979.10-
9381A 05/29/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0. 5. 3. 2. 6.

IDENTIFICATION REFERENCE

MAY 29 2 59 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 253091