THIS INSTRUMENT PREPARED BY: MR. ROBERT H. BLAKEY, ATTORNEY
11 GOLDEN SHORE DRIVE
SUITE 410
LONG BEACH, CALIFORNIA 90802

SPECIAL WARRANTY DEED

BOOK 6966 PAGE 242

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
5011 Ocean Front Walk Marina Del Rey, CA 90292	5011 Ocean Front Walk Marina Del Rey, CA 90292	Map 163 Parcel 291

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, The Hillhaven Corporation, a Tennessee corporation (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said TRI-STATE ASSOCIATES, a California Limited Partnership (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, Tenessee, 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 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, withthe 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 and the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 28th day of August, 1986, Grantor having caused its name to be signed hereto by its duly authorized officer on said day and date.

The Hillhaven Corporation
a Tennessee Corporation

By: _____

Its: VICE PRESIDENT

STATE OF Washington
COUNTY OF King

Personally appeared before me, Mary L Kirk, a Notary Public in and for said State and County duly commissioned and qualified, Randi S. Nathanson, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein as Vice President Secretary of The Nathanson Corporation (the "Maker") and is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 28th day of August, 1986.

Mary L. Kirk
Notary Public

My Commission Expires:
2/11/90

I, We, hereby swear or affirm that, to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,600,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 28th day of August, 1986.

Mary L. Kirk
Notary Public

My commission expires: 2/11/90

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 Hillhaven Corporation, a Tennessee Corporation, by deed rom Village of Hickory Hollow Associates, a Tennessee General Partnership, of record in Book 6577, page 212, Register's Office for Davidson County, Tennessee.

3754 1

IDENTIFICATION REFERENCE

SEP 2 3 23 PM '86

RECEIVED

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.

RUSH

IDENTIF. REFERENCE

H6.2904

JAN 28 3 28 PM 193

FELIX Z. [illegible]
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 6966 PAGE 249

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	3 600 000.00		
			10080.00 CSTAX	
			.50 PRFEE	
			21.00 MOFEE	
			CHECK 10101 31.50-	
			6844A09/02/86 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37541

IDENTIFT REFERENCE

SEP 2 3 23 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 289767