37 JRH

Address New Owner:	Map-Parcel Numbers:
Southeast Venture Companies, Inc. 301 S. Perimeter Park Drive Suite 202 Nashville, Tennessee 37211	161-140
Send Tax Bills To:	**Address of Mortgagee:**
Same	N/A

This instrument prepared by: Boult, Cummings, Conners & Berry, 222 Third Avenue, North, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED BOOK 7440 PAGE 58

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Harold Woods, III, (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said Southeast Venture Companies, Inc., a Tennessee corporation (the "Grantee"), Grantee's successors and assigns, his undivided seventeen and one-half percent (17½%) interest in 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 those items set forth on Exhibit B, attached hereto and made a part hereof by this reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $365,280.98.

Joseph K. Ferrelli
Affiant

Subscribed and sworn to before me this 31st day of December, 1987.

John R. Hayner
Notary Public
My Commission Expires: 11/12/89

This is improved property, known as Lot No. 2 of Hickory Plaza (Section 2), of record in Book 5200, page 68, Register's Office for 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 him, except to the extent otherwise set forth on Exhibit B.

And Grantor does further covenant and bind himself, to warrant and forever defend the title to the said land to the said Grantee, Grantee's successors and assigns against the lawful claims of all persons claiming by, through, or under him.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 24th day of December, 1987.

Harold Woods, III

STATE OF New Mexico

COUNTY OF Santa Fe

Personally appeared before me, Harold Woods III, Notary Public, Harold Woods, III, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of December, 1987.

Notary Public

My Commission Expires: 10/26/88

A parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being Parcel 2 on the Plan of Hickory Plaza, Section Two, of record in Book 5200, page 68 Register's Office for Davidson County, Tennessee, more particularly described according to a survey made by Barge, Waggoner, Sumner and Cannon, dated December 20, 1978, revised June 22, 1979 (File No. 4790-11) as follows:

Beginning at an existing iron pin in the west margin of Nolensville Road 205.01 feet south of the center line of Hickoryview Drive right-of-way;

Thence, southerly with a curve to the right having a central angle of 00° 20' 40", a radius of 6,499.22 feet, 39.07 feet to a point;

Thence, S 05° 01' E, 206.80 feet to a point;

Thence, leaving Nolensville Road, S 84° 59' W, 290.00 feet to a point;

Thence; S 05° 01' E, 73.50 feet to a point;

Thence, S 84° 59' W, 225.00 feet to a point;

Thence, N 05° 01' W, 265.00 feet to a point;

Thence, N 12° 04' 51" E, 117.62 feet to a point;

Thence, N 05° 01' W, 210.00 feet to a point in the southerly margin of Hickoryview Drive;

Thence, along said Drive, S 84° 32' 56" E, 327.76 feet to a point in the southerly margin of Hickoryview Drive;

Thence, leaving Hickoryview Drive, S 05° 01' E, 209.45 feet to a point;

Thence, N 84° 38' 20" E, 158.00 feet to the point of beginning.

Containing 5.05 acres, more or less.

Together with a perpetual non-exclusive easement for the privilege of both pedestrian and vehicular traffic and for the purpose of ingress and egress and parking thereon over any portions of the properties conveyed by Cousins Properties of Tennessee, Inc. to (i) Fletcher Bright Company, Trustee, by deed of record in Book 4827, page 892, said Register's Office; (ii) Autotronic Systems; Inc., by deed of record in Book 5341, page 441, said Register's Office; (iii) First American National Bank of Nashville, by deed of record in Book 4837, page 239, said Register's Office; (iv) Rodney Wise, by deed of record in Book 5344, page 54, said Register's Office; and (v) L. Thomas Hart, Jr., Trustee, by deed of record in Book 5308, page 21, said Register's Office.

Being the same property conveyed to Richard W. Sorenson and Harold Woods, III from Cousins Properties of Tennessee, Inc. by warranty deed of record in Book 5465, page 63, Register's Office for Davidson County, Tennessee. By Deed of record in Book 5604, page 987, the said Richard W. Sorenson and Harold Woods, III, conveyed a 65% undivided interest in said property to Okla Tower, N.V., a Netherland Antilles corporation, the aforesaid Richard W. Sorenson and Harold Woods, III, each retaining an undivided 17 1/2% interest in the property.

EXHIBIT B

1. Metro taxes for 1987, Okla Tower, N.V., et al, 161-140, 6DU71250, $27,392.96 - Unpaid

2. Deed of Trust executed by Harold Woods, III and Richard W. Sorenson to Lawson H. Hardwick, III, Trustee, of record in Book 5465, page 68, Register's Office for Davidson County, Tennessee, dated July 3, 1979, to secure to First American National Bank of Nashville an indebtedness in the amount of $1,502,268.00, and other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby).

   Modified by an Appointment of Sucessor Trustee dated May 22, 1980, of record in Book 5604, page 980, Register's Office for Davidson County, Tennessee.

   Modified and extended by instrument dated May 22, 1980, filed May 22, 1980 of record in Book 5604, page 982, said Register's Office.

   Modified and extended of record in Book 5604, page 982, said Deed of Trust was assigned to Massachusetts Mutual Life Insurance Company by Assignment dated May 22, 1980 filed May 22, 1980 of record in Book 5604, page 992, said Register's Office, and further assigned to The Connecticut Bank and Trust Company, N.A., a national bank association, as Trustee, by Assignment of Mortgage and Loan Documents, dated as of August 15, 1985, filed November 5, 1985, of record in Book 6702, page 481, said Register's Office.

3. General Assignments of Rents and Leases by and between Harold Woods, III, and Richard W. Sorenson and First American National Bank of Nashville, dated July 3, 1979, filed July 13, 1979 of record in Book 5465, page 89, said Register's Office, and Assignment of Rents and Leases by and between Harold Woods, III, and Richard W. Sorenson and First American National Bank of Nashville, dated May 22, 1980 filed May 22, 1980 of record in Book 5604, page 974, said Register's Office.

   Assigned to Massachusetts Mutual Life Insurance Company by Assignment dated May 22, 1980, filed May 22, 1980, of record in Book 5604, page 992, said Register's Office, and further assigned to The Connecticut Bank and Trust Company, N.A., a national banking association, Trustee by Assignment of Mortgage and Loan Documents dated as of August 15, 1985, filed November 5, 1985 of record in Book 6702, page 481, said Register's Office.

4. Financing Statement executed by Richard W. Sorenson, in favor of First American National Bank of Nashville in the amount of $1,502,268.00 of record in Book 5465, page 101, said Register's Office.

   Said Financing Statement was assigned to Massachusetts Mutual Life Insurance company as Secured Party of record in Book 5604, page 995, said Register's Office.

Further modified by a Continuation of record in Book 6336, page 113, said Register's Office.

5. Financing Statement executed by Harold Woods, III, in favor of First American National Bank in the amount of $1,502,268.00 of record in Book 5465, page 104, said Register's Office.

   Assigned to Massachusetts Mutual Life Insurance Company as Secured party of record in Book 5604, page 996, said Register's Office.

   Modified by a Continuation of record in Book 6336, page 112, said Register's Office.

   Modified by an Amendment of record in Book 6449, page 989, said Register's Office.

6. Memorandum of Lease, dated May 24, 1979, by and between Richard W. Sorenson and Harold Woods, III, and W.R. Grace & Co., of record in Book 5604, page 964, said Register's Office.

   Modified by a Supplemental Memorandum of Lease, dated May 2, 1980 of record in Book 5604, page 969, said Register's Office.

7. Memorandum of Lease, dated April 15, 1980, by and between Richard W. Sorenson and Harold Woods, III, and Pic 'N Pay Shoes of Tennessee, of record in Book 5609, page 318 said Register's Office.

   Said Memorandum of Lease contains the following: "...a restrictive covenant imposing negative obligations on the Lessor concerning leasing or allowing subleasing to "Rack Type" shoe operations."

8. Cross Easement Agreement of record in Book 4818 page 745, said Register's Office.

9. A perpetual non-exclusive easement granted to Fletcher Bright Company, Trustee, by Cousins Properties of Tennessee, Inc., by Warranty Deed dated June 24, 1974, of record in Book 4827, page 892, said Register's Office. for the purpose of ingress and egress and parking over any portion of the properties adjacent to the property conveyed in said Warranty Deed, to which Deed reference is made for a more complete description.

10. Easement for encroachment between Cousins Properties of Tennessee, Inc. and Martha N. Rifkin, of record in Book 5361, page 888, said Register's Office.

11. Release of Easement/Grant of Rights of record in Book 5605, page 1, Book 5608, page 175 and in Book 5632, page 643, said Register's Office.

12. The Plan of record in Book 5200, page 68, said Register's Office shows an owners certificate and certain easements to which plan reference is hereby made for the location and dimensions, and a sanitary sewer easement located on said plan, has been relocated as shown in instrument of record in Book 5505, page 834, said Register's Office.

13. Lease Agreement between Cousins Properties of Tennessee, Inc. and the Kroger Co. of record in Book 4747, page 624, which restricts the "Landlord" (Cousins Properties of Tennessee, Inc.) from leasing any property owned

by "Landlord" (Cousins Properties of Tennessee, Inc.) within one mile (of Hickory Plaza) for "a food store or a food department or the storage or sale of off-premises consumption of groceries, meats, produce, dairy products, or bakery products ...." The foregoing is limited by allowing the "Landlord" (Cousins Properties of Tennessee, Inc.) to lease, rent, etc., within one mile of the Shopping Center (Hickory Plaza) for the purpose of conducting business for the sales of prepared foods for consumption on premises or off premises or an ice cream store. The aforesaid lease was amended in Book 4818, page 748 said Register's Office.

14. Lease Agreement between Cousins Properties of Tennessee, Inc., Landlord, and SuperX Drugs of Texas, Tenant, of record in Book 4747, page 628 which restricts the Landlord from leasing, renting, occupying, etc., within one mile of the Shopping Center (Hickory Plaza)...for the purpose of conducting therein or for use as a drugstore or a pharmacy department or a store specializing in the sale of health and beauty aids or a department for the sale of health and beauty aids if said department exceeds 300 square feet or 10% of the store in which it is located, whichever is smaller...." The foregoing Agreement was amended in Book 4828, page 247, to change the legal description (said instrument is mis-indexed in the records of the Register's Office for Davidson County, Tennessee).

94699
IDENTIFI REFERENCE
DEC 31 | 40 PM '87
PEGGY A. [illegible] REGISTER
DAVIDSON COUNTY, TN
4833 12/31 0101 03CHECK 1041.34

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7440 PAGE 64

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT	
				365280.98
			CON TX	1022.84
			PRFEE	0.50
			WDEED	18.00
			TOTAL	1041.34
			RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK	1041.34
12/31/87	01	13:42	0001	4833

9. 4. 6 9. 9.

IDENTIFT REFERENCE

DEC 31 1 40 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 49893