Address New Owner:

300 Renaissance Center
Detroit, Michigan 48243

Send Tax Bills To:

Ford Leasing Development
Company

Map-Parcel Numbers:

Box 35

Tract 1: Field Book No. 05DU 37720, Map 163, Parcel 141

Tract 2: Field Book No. 05DU 33185, Map 163, Parcel 191.

BOOK 7453 PAGE 715

This instrument prepared by: David P. Wallace, Troutman, Sanders, Lockerman & Ashmore, 127 Peachtree Street, N.E., Atlanta, Georgia 30043

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of $ One Million Four Hundred Thousand and 0/100 DOLLARS ($1,400,000.00 cash in hand paid, and other good and valuable considerations, the receipt, sufficiency, and adequacy of all of which are hereby acknowledged, HICKORY HOLLOW ASSOCIATES (the "Grantor"), a joint venture composed of Intereal Company and Cousins Real Estate Corporation ("Cousins") (Cousins having received an assignment of joint venture interest from Hickory Hollow Mall, Inc. dated December 31, 1986, a copy of which such assignment is attached hereto as Exhibit A) has bargained and sold, and by these presents does transfer and convey unto the said FORD LEASING DEVELOPMENT COMPANY (the "Grantee"), Grantee's heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit B which is attached hereto and incorporated herein by reference (the "Property"), subject to those items (the "Permitted Title Exceptions") set forth on Exhibit C attached hereto and incorporated by this reference.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

STATE OF Michigan
COUNTY OF WAYNE

The actual consideration or value, whichever is greater, for this transfer is $1,400,000.00.

Arthur Steuer
Affiant

Arthur Steuer
Assistant Secretary

Subscribed and sworn to me this 19th day of January, 1988.

Notary Public
My Commission Expires:

RAY V. HACK
NOTARY PUBLIC
OAKLAND COUNTY, MICH.

Real estate taxes for the current year which have been prorated between the parties and the Permitted Title Exceptions.

This is unimproved Property, known as a portion of Hickory Hollow and being the Parcels abovesaid.

TO HAVE AND TO HOLD the said Property with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's heirs, 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 further covenants and binds itself, to warrant and forever defend the title to the Property to the said Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor, a joint venture, has caused this Deed to be executed as of the 14th day of January, 1988, by the duly authorized officers of the parties to the joint venture.

GRANTOR:

HICKORY HOLLOW ASSOCIATES

By: Intereal Company

By: Sydney J. Keeble

Its: Vice Chairman

By: Cousins Real Estate Corporation

By: Robert P. Hoffy

Its: Senior Vice President

STATE OF Tennessee

COUNTY OF Davidson

Before me, Loretta B. Lane, a Notary Public of the state and county aforesaid, personally appeared the Sydney F. Keeble of Intereal Company ("Intereal") with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged Intereal to be a member of the joint venture, Hickory Hollow Associates, the within named bargainor, and that he as such officer of such joint venturer executed the foregoing instrument for the purpose therein contained, by signing the name of the joint venture by Intereal as joint venturer.

WITNESS my hand and official seal, at Nashville, Tennessee, this 21 day of January, 1988.

Loretta B. Lane
Notary Public

My Commission Expires: 8/1/1991

LORETTA B. LANE NOTARY PUBLIC

BOOK 7453 PAGE 718

STATE OF Georgia

COUNTY OF Cobb

Before me, Martha M. Thomas, a Notary Public of the state and county aforesaid, personally appeared the Senior Vice President of Cousins Real Estate Corporation ("Cousins") with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged Cousins to be a member of the joint venture, Hickory Hollow Associates, the within named bargainor, and that he as such officer of such joint venturer executed the foregoing instrument for the purpose therein contained, by signing the name of the joint venture by Cousins as joint venturer.

WITNESS my hand and official seal, at Marietta, Georgia, this 14th day of January, 1988.

Martha M. Thomas
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires Dec. 11, 1991

EXHIBIT A

TRANSFER AND ASSIGNMENT OF
INTEREST IN JOINT VENTURE

THIS TRANSFER AND ASSIGNMENT OF INTEREST IN JOINT VENTURE (the "Assignment") is made as of the 31st day of December, 1986, from HICKORY HOLLOW MALL, INC., a Georgia corporation ("Assignor"), to COUSINS REAL ESTATE CORPORATION, a Georgia corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Joint Venture Agreement of Hickory Hollow Associates, dated June 5, 1975, as amended on November 10, 1976, July 27, 1977, January 1, 1977, May 31, 1978, January 15, 1979, November 5, 1982, and June 20, 1984 (the "Joint Venture Agreement"), INTEREAL COMPANY, a Tennessee corporation ("Intereal") and Assignor formed Hickory Hollow Associates, a Georgia joint venture (the "Venture"), for the purpose of acquiring and developing a regional shopping center to be known as Hickory Hollow Mall; and

WHEREAS, in accordance with Section 8.01 of the Joint Venture Agreement, Assignor desires to withdraw from the Venture and transfer all of its 50% interest in the Venture to Assignee; and

WHEREAS, Intereal has heretofore consented to the transfer by Assignor to Assignee of Assignor's interest in the Venture, thereby waiving any and all right to notice or

EXHIBIT A

right to first refusal that Intereal may have had by virtue of Section 8.01 of the Joint Venture Agreement; and

WHEREAS, in order to effectuate the withdrawal of Assignor from the Venture and to effectuate the admission of Assignee as the substitute venturer therefor, Assignor desires to transfer and assign to Assignee all of its right, title and interest in and to its 50% interest in the Venture and any other interest in the Venture which Assignor may own, all in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, for ten dollars ($10.00) paid in hand and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowleged, Assignor transfers, assigns and conveys unto Assignee, its successors, assigns and other designees, all of Assignor's right, title and interest in and to its entire 50% interest in the Venture and any other interest in the Venture which Assignor may own, including, but not limited to, all of its right, title and interest in and to the profits, losses, distributions, capital accounts, capital and cash flow of the Venture and the assets and properties of the Venture, tangible and intangible, real, personal and mixed, wherever located, together with all of the rights, privileges and benefits of Assignor pertaining thereto.

TO HAVE AND TO HOLD the said 50% interest in the Venture unto Assignee, its successors, assigns and designees, forever.

EXHIBIT A

Assignor hereby represents and warrants to Assignee, its successors, assigns and designees, that the said 50% interest in the Venture is hereby conveyed free and clear of all liens, claims, security interests, options, charges and encumbrances of any kind or nature whatsoever and Assignor hereby agrees to defend and indemnify the same unto Assignee, its successors, assigns and designees, forever against all claims or demands whatsoever.

This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors, assigns and designees.

Sworn to, subscribed and delivered before the undersigned this 31st day of December, 1986.

"ASSIGNOR"

HICKORY HOLLOW MALL, INC., a Georgia corporation

Unofficial Witness

By: _____
Its: S. V. P.

Notary Public

My Commission Expires: May 21, 1989

[NOTARIAL SEAL]

Sworn to, subscribed and delivered before the undersigned this 31st day of December, 1986.

"ASSIGNEE"

COUSINS REAL ESTATE CORPORATION, a Georgia corporation

Unofficial Witness

By: _____
Its: _____

Notary Public

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires June 19, 1988

[NOTARIAL SEAL]

EXHIBIT A

EXHIBIT B

COLLINS PARK, SECTION 2

TRACT I

Being a parcel of land in the Second Civil District, Nashville, Davidson County, Tennessee, lying east of Bell Road between I-24 and L & N Railroad, more particularly described as follows:

Beginning at a point in the south right-of-way of L & N Railroad, being the northeast corner of Collins Park, Section 1, as recorded in Book 4682, Page 919, R.O.D.C., Tenn.;

Thence, with said railroad along a curve to the left having a central angle of 21° 16' 37", a radius of 2,914.79 feet, a chord bearing S 72° 42' E, and a chord length of 1,076.20 feet, 1,082.42 feet to the west right-of-way of Hickory Hollow Parkway;

Thence, with said Parkway, S 17° 38' E, 319.38 feet;

Thence, S 24° 28' E, 204.89 feet;

Thence, S 00° 03' E, 136.46 feet;

Thence, S 49° 19' W, 132.86 feet;

Thence, with the north right-of-way of I-24, N 69° 39' W, 522.95 feet;

Thence, N 67° 25' W, 163.26 feet;

Thence, N 54° 01' 28" W, 842.73 feet to a concrete monument;

Thence, with the east line of Collins Park, Section 1, N 36° 05' 22" E, 364.22 feet to the point of beginning.

Containing 16.45 acres, more or less.

EXHIBIT B

TRACT II

Land in Davidson County, Tennessee, being the Reserved Parcel "B" of Section One, Collins Park, of record in Book 4660, page 81, Register's Office for said County, and being more particularly described as follows:

Beginning at the southeasterly corner of Lot Two on Collins Park as recorded in above said book, thence; S 36° 01' 40" W, a distance of 50.00 feet to a concrete monument, thence; N 53° 58' 02" W, a distance of 547.61 feet to a concrete monument, thence; in an easterly and northerly direction with a 50 foot radius curve to the left a distance of 78.54 feet to a point, thence; S 53° 58' 02" E, a distance of 497.61 feet to the point of beginning and containing 25,417 square feet or 0.58 acres.

Being the same property conveyed to David Faircloth, Trustee, with full power to transfer, sell, mortgage, convey, or in any way encumber any part or all of the same without the joinder of any beneficiary, by deed from John G. Doak, Trustee, of record in Book 4682, page 919, Register's Office for Davidson County, Tennessee.

IDENTIFICATION REFERENCE

9 9 2 9 8

JAN 21 2 36 PM '88

DAVIDSON COUNTY, TN

EXHIBIT B

EXHIBIT C

Permitted Title Exceptions

1. Columbia Gulf Pipeline Easement recorded in Book 2203, page 577, R.O.D.C., Tennessee (see Partial Release in Book 5118, page 792), as amended by instrument recorded in Book 4536, page 540, R.O.D.C., aforesaid Records.

2. 10-foot public utility easement along the northerly, easterly, and part of the southerly boundary lines of Tract I.

3. 20-foot public utility and landscaping easement along the southeasterly boundary line of Tract I.

4. Ad valorem real property taxes for 1987 and subsequent years.

5. Building and zoning laws and restrictions affecting the Property.

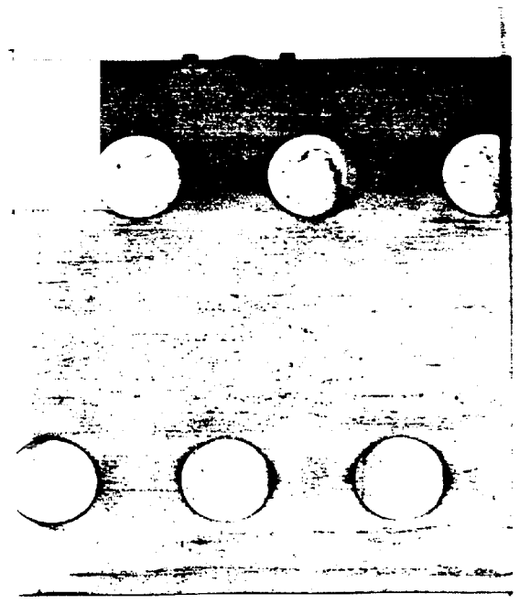
6. Nashville electric service easement crossing the westerly portion of Tract I in a north-south direction.

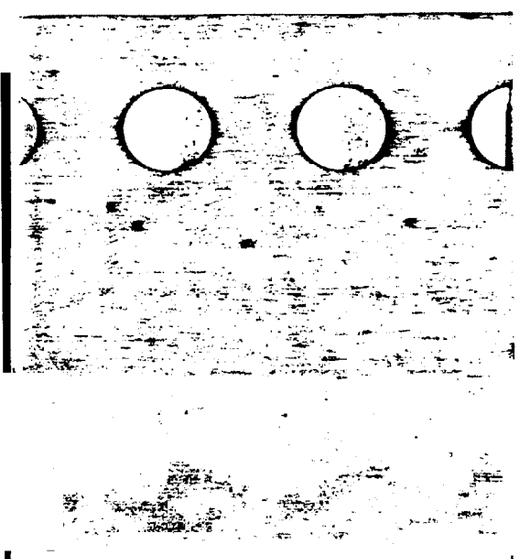
7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage dated March 17, 1987, between Hickory Hollow Associates and Metropolitan Government of Nashville and Davidson County, Tennessee.

(The exceptions abovesaid affect Tract I and affect Tract II to the extent shown on the aforesaid Records and to the extent said exceptions would be reflected on a current, accurate, and complete survey of Tract II.)

REC'D FOR REC'D 12/21 9:01 DEL#EDK 3950.50

EXHIBIT C





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7453 PAGE 725

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
	CO.	1,400,000.00		

CON. TX	3920.00
PRTEE	0.50
WDEED	30.00
TOTAL	3950.50
CHECK	3950.50

01/21/98 01 14:41 0001 0255

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9.9.2.9.8.

IDENTIFICATION REFERENCE

JAN 21 2 35 PM '98

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

No. 55192