FROM: SVCNC, Ltd., a Tennessee limited partnership, debtor-in-possession
TO: Northcreek Associates, L.P., a Tennessee limited partnership

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

Address New Owner as follows:
Northcreek Associates, L.P.
615 Main Street
Nashville, Tennessee 37206

Send Tax Bills To:
Same

Map-Parcel No.
19-14 14
Field Book No.
GO 20778

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $7,465,137.57.

L. H. Hall
Affiant

Subscribed and sworn to before me, this the 28th day of September, 1989.

William E Dibb
Notary Public

My Comm. Expires: 9-26-1992

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, SVCNC, Ltd., debtor-in-possession and a Tennessee limited partnership, hereinafter the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto Northcreek Associates, L.P., a Tennessee limited partnership, hereinafter the GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.)

Said property is transferred subject to the limitations, restrictions and encumbrances set forth on Exhibit B attached hereto and by reference incorporated herein.

This is improved property known as Northcreek Shopping Center, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real property, together with all appurtenances and hereditaments thereto belonging or in any wise appertaining to GRANTEE, its successors and assigns, forever. GRANTOR covenants with GRANTEE that GRANTOR is lawfully seized and possessed of said land and has a good right to convey it, and the same is unembcumbered, unless otherwise herein set out. GRANTOR further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said property unto GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor (other than claims arising out of the matters described on Exhibit B). Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This deed has been executed and delivered pursuant to an Order of the United States Bankruptcy Court for the Middle District of Tennessee in Case No. 389-05592 dated September 7, 1988, which Order is of record in Book 7950, page 124, Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 28th day of September, 1989.

SVCNC, LTD., a Tennessee limited partnership

BY: NC, INC., General Partner

BY: Earl J. Blackwell

TITLE: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Earl Blackwell, 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 NC, Inc., general partner of SVCNC, Ltd., the debtor-in-possession and a Tennessee limited partnership, the bargainor, and that he as such President of the general partner of the bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainor by himself as President of NC, Inc., general partner of SVCNC, Ltd.

Witness my hand and seal, at office in Nashville, Tennessee, this the 28th day of September, 1989.

William E [illegible]
NOTARY PUBLIC

My Commission Expires: 9-26-1992

w3:mmp272/tt:09/27/89
JBS048-002

EXHIBIT A

A tract of land in the Second formerly the Tenth Civil District of Metropolitan Nashville-Davidson County, Tennessee, being more fully described as follows:

Beginning at a point on the east right-of-way line of Northcreek Boulevard, said point being 537.52 feet from the southerly end of the northeast return curve at the intersection of Northcreek Boulevard (90' R.O.W.) and Long Hollow Pike (84' R.O.W.), as measured along the easterly right-of-way line of Northcreek Boulevard; thence,

1. Leaving the easterly R.O.W. line of Northcreek Boulevard and with a new line and a 14.00 foot radius curve to the right a distance of 2.32 feet to a point, said curve has a chord bearing and distance of N 78°13'12" E 2.32 feet; thence,

2. N 82°58'37" E a distance of 73.80 feet to a point; thence,

3. With a 74.00 foot radius curve to the right a distance of 54.13 feet to a point, said curve has chord bearing and distance S 76°04'10" E 52.93 feet; thence,

4. S 55°06'56" E a distance of 43.05 feet to a point; thence,

5. N 34°53'04" E a distance of 32.00 feet to a point; thence,

6. N 55°05'56" W a distance of 5.00 feet to a point; thence,

7. With a 64.00 foot radius curve to the right a distance of 100.53 feet to a point, said curve has chord bearing and distance N 10°06'56" W 90.51 feet; thence,

8. N 34°53'04" E a distance of 20.85 feet to a point; thence,

9. N 79°53'04" E a distance of 275.66 feet to a point; thence,

10. N 10°06'56" W a distance of 77.57 feet to a point; thence,

11. With a 15.00 foot radius curve to the left a distance of 11.78 feet to a point, said curve has chord bearing and distance S 32°36'56" W 11.48 feet; thence,

12. N 55°06'56" W a distance of 67.57 feet to a point; thence,

13. N 34°53'04" E a distance of 170.00 feet to a point; thence,

14. N 52°38'03" E a distance of 335.78 feet to a point in Mansker Creek and westerly line of the William R. Overton property as of record in Deed Book 185, Page 259, R.O.S.C., Tennessee; thence,

15. With the centerline of Mansker Creek and William R. Overton's Westerly line S 25°13'36" E a distance of 138.28 feet to a point; thence,

16. S 15°20'33" E a distance of 343.50 feet to a point; thence,

17. S 9°18'48" E a distance of 74.53 feet to a point; thence,

18. S 7°16'55" W a distance of 216.40 feet to a point; thence,

19. S 32°16'54" W a distance of 207.07 feet to a point; thence,

20. S 42°23'31" W a distance of 82.69 feet to a point; thence,

21. S 41°57'47" W a distance of 222.00 feet to a point; thence,

22. S 15°14'26" W a distance of 166.42 feet to a point; thence,

23. S 10°50'36" E a distance of 105.95 feet to a point; thence,

24. Leaving said creek with a new line. S 88°30'00" W a distance of 169.68 feet to a point; thence,

25. N 75°06'56" W a distance of 185.26 feet to a point; thence,

26. S 88°30'00" W a distance of 159.36 feet to a point on the east right of way line of Northcreek Boulevard (90' R.O.W.); thence,

27. With said right of way line N 1°30'00" W a distance of 715.00 feet to a point; thence,

28. With a 561.52 foot radius curve to the left a distance of 32.93 feet to the point of beginning said curve has a chord bearing and distance of N 3°10'48" W 32.93 feet. This tract contains 772,693 feet or 17.739 acres more or less.

This tract is part of lot number one as shown on the plan of Northcreek Commons as of record in Plat Book 6900, Page 205, Register's Office of Davidson County, Tennessee, and is part of the same property conveyed to SVCNC, Ltd. by deed of record in Book 7245, Page 962, said Register's Office.

EXHIBIT A

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, City of Goodlettsville, Tennessee, being more fully described as follows:

Beginning at an existing concrete monument, at the northerly end of the easterly return curve at the intersection of Long Hollow Pike (84' R.O.W.) and Northcreek Boulevard (90' R.O.W.); thence,

1. With the east right-of-way of Long Hollow Pike N 34°53'04" E a distance of 622.43 feet to a point in the center of Mansker Creek; thence,

2. Leaving said right-of-way line with the center of Mansker Creek, the south property line of National Land Fund, Ltd. as of record in Deed Book 520, Page 852, R.O.S.C., Tennessee and the south property line of William R. Overton as of record in Deed Book 185, Page 259, R.O.S.C., Tennessee, S 52°10'58" E a distance of 295.00 feet to a point; thence,

3. S 82°30'57" E a distance of 178.20 feet to a point; thence,

4. S 73°09'46" E a distance of 213.00 feet to a point; thence,

5. S 25°13'36" E a distance of 104.57 feet to a point; thence,

6. Leaving the center of Mansker Creek and William R. Overton's west property line, with a new line, S 52°38'03" W a distance of 335.78 feet to a point; thence,

7. S 34°53'04" W a distance of 170.00 feet to a point; thence,

8. S 55°06'56" E a distance of 67.57 feet to a point; thence,

9. With a 15.00 foot radius curve to the right a distance of 11.78 feet to a point, said curve has chord bearing and distance S 32°36'56" E 11.48 feet; thence,

10. S 10°06'56" E a distance of 77.57 feet to a point; thence,

11. S 79°53'04" W a distance of 275.66 feet to a point; thence,

12. S 34°53'04" W a distance of 20.85 feet to a point; thence,

13. With a 64.00 foot radius curve to the left a distance of 100.53 feet to a point. Said curve has a chord bearing and distance of S 10°06'56" E 90.51 feet; thence,

14. S 55°06'56" E a distance of 5.00 feet to a point; thence,

15. S 34°53'04" W a distance of 32.00 feet to a point; thence,

16. N 55°06'56" W a distance of 43.05 feet to a point; thence,

17. With a 74.00 foot radius curve to the left a distance of 54.13 feet to a point. Said curve has a chord bearing and distance of N 76°04'10" W 52.93 feet; thence,

18. S 82°58'37" W a distance of 73.80 feet to a point; thence,

19. With a 14.00 foot radius curve to the left a distance of 2.32 feet to a point on the east right-of-way line of Northcreek Boulevard. Said curve has a chord bearing and distance of S 78°13'12" W 2.32 feet; thence,

20. Northwestwardly with the east right-of-way line of Northcreek Boulevard and a 561.52 foot radius curve to the left a distance of 492.52 feet to an existing concrete monument. Said curve has a chord bearing and distance of N 29°59'17" W 476.88 feet, thence,

21. N 55°06'56" W a distance of 45.00 feet to an existing concrete monument; thence,

22. With a 25.00 foot radius curve to the right a distance of 39.27 feet to the point of beginning. Said curve has a chord bearing and distance of N 10°06'56" W 35.36 feet. This tract contains 513,641 square feet or 11.792 acres more or less.

This tract is part of lot number one as shown on the plan of Northcreek Commons as of record in Plat Book 6900, Page 205, Register's Office of Davidson County, Tennessee, and is part of the same property conveyed to SVCNC, Ltd. by deed of record in Book 7245, Page 962, said Register's Office.

9. Financing statement filed March 21, 1988, showing David McKenzie's Jewelers, Inc., as Debtor and Dominion Bank of Middle Tennessee as Secured Party of record in Book 7495, page 772, said Register's Office, in the amount of $75,000.00.

10. Terms, conditions, easements, rights and liens as set forth in the Declaration of Protective Covenants and Owners Association for Northcreek Commons of record in Book 7118, page 938, as amended in Book 7245, page 958, said Register's Office.

11. Reciprocal Access and Cross Parking Easement of record in Book 7245, page 968, said Register's Office.

12. All matters as shown on the plan of record in Book 6900, page 205, as corrected in Book 7202, page 746, said Register's Office.

13. Public Easement for the flow of Manskers Creek.

14. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

15. All matters as shown on the survey of Northcreek Center dated December 22, 1988, by Ragan-Smith-Murphy & Associates, Inc., 410 Russell Street, Nashville, Tennessee 37206.

7 0 3 1 3
IDENTIFICATION REFERENCE
SEP 29 3 23 PM '89
DAVIDSON COUNTY, TN
RUSH

EXHIBIT B

Permitted Encumbrances

1. Taxes for 1988 which are delinquent and are assumed by Buyer and taxers for 1989 which are liens but are not yet due and payable and are assumed by Buyer.

2. Tennessee Construction Mortgage Deed of Trust with Security Agreement and Assignment of Rents and Leases from SVCNC, LTD., a Tennessee limited partnership, to Wayne R. Tate, Trustee, dated May 21, 1987, of record in Book 7245, page 974, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $5,773,000.00, payable to The Lomas & Nettleton Company. (Applies to 11.792 acres of the hereinafter described property) NOTES: Said deed of trust was modified by a Modification Agreement of record in Book 7583, page 325, said Register's Office. By Appointment of Substitute Trustee of record in Book 7879, page 411, said Register's Office, Thomas P. Kanaday, Jr., was appointed Substitute Trustee.

3. Tennessee Deed of Trust with Security Agreement and Assignment of Rents and Leases from SVCNC, LTD., a Tennessee limited partnership, to Wayne R. Tate, Trustee, dated May 21, 1987, of record in Book 7246, page 1, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $3,000,000.00, payable to The Lomas & Nettleton Company. (Applies to 17.739 acres of the hereinafter described property) NOTES: Said deed of trust was modified by instruments of record in Book 7583, page 337, and Book 7726, page 723, said Register's Office. By Appointment of Substitute Trustee of record in Book 7879, page 413, said Register's Office, Thomas P. Kanaday, Jr., was appointed Substitute Trustee

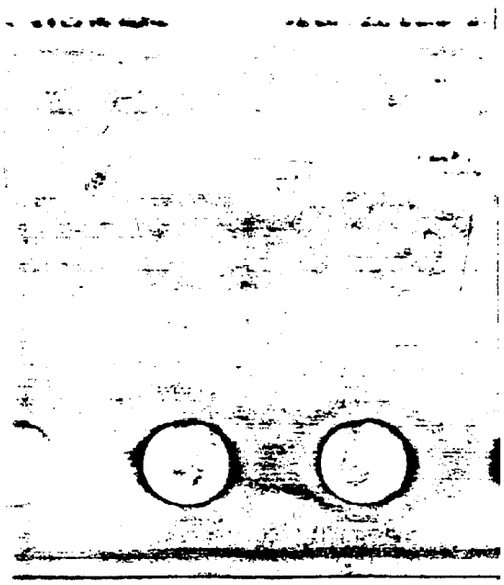
4. Financing statement showing SVCNC, LTD., as Debtor and The Lomas & Nettleton Company as Secured Party filed May 22, 1987, of record in Book 7246, page 26, said Register's Office, to further secure an indebtedness in the amount of $5,773,000.00.

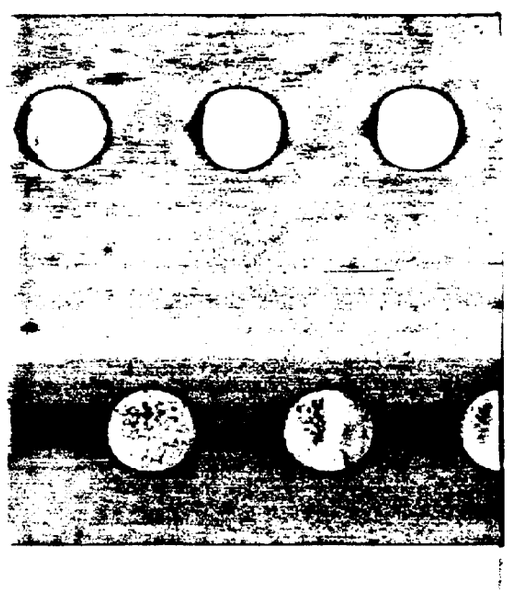
5. Financing statement showing SVCNC, LTD., as Debtor and The Lomas & Nettleton Company as Secured Party filed May 22, 1987, of record in Book 7246, page 33, said Register's Office, to further secure an indebtedness in the amount of $3,000,000.00.

6. Tennessee Deed of Trust with Security Agreement and Assignment of Rents and Leases from SVCNC, LTD., a Tennessee limited partnership, to Wayne R. Tate, Trustee, dated June 22, 1988, of record in Book 7583, page 296, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $190,000.00, payable to The Lomas & Nettleton Company. (Applies to 17.739 acres of the hereinafter described property) NOTE: By Appointment of Substitute Trustee of record in Book 7879, page 415, said Register's Office, Thomas P. Kanaday, Jr., was appointed Substitute Trustee.

7. Financing statement showing SVCNC, LTD., as Debtor and The Lomas & Nettleton Company as Secured Party filed June 24, 1988, of record in Book 7583, page 350, said Register's Office, to further secure an indebtedness in the amount of $190,000.00.

8. Financing statement filed January 8, 1988, showing CHAR-LEE Corporation as Debtor and Michigan National Bank as Secured Party of record in Book 7445, page 714, said Register's Office, in the amount of $220,000.00.





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7950 PAGE 135

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

DAMT
7465137.57
CON TX 24634.83
PRFEE 1.00
WDEED 2.00
~~TOTAL 24637.83~~
~~CHECK 24637.83~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 26 0001 9679

VOID
WDEED 2.00-
WDEED 24.00
~~TOTAL 22.00~~
~~CHECK 22.00~~

9/29/89 01 15:26 0001 9679

7.03113

IDENTIFICATION REFERENCE

SEP 29 3 25 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

TOTAL $24,659.83

No. 253609