JEA983:11/6/89
WFT015-018

BOOK 7983 PAGE 710

FROM: Medthal Associates, a New Jersey general partnership

TO: Mara Investment Company, 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:	Mortgagee:	Map-Parcel No.
Mara Investment Company, L.P. c/o P.T. Management, Inc. 110 29th Avenue, North Suite 201 Nashville, TN 37203	Protective Life Insurance Company P.O. Box 2606 Birmingham, AL 35202	161-4-28

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,490,000.00.

Affiant

Subscribed and sworn to before me, this the 14th day of November, 1989.

Notary Public

My Comm. Expires: Jan. 23, 1993

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Medthal Associates, a New Jersey general partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto Mara Investment Company, L.P., a Tennessee limited partnership, herein called "GRANTEE", its successors, heirs, 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 INCORPORATED HEREIN BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

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

This is improved property known as Tusculum Square Shopping Center, 5109-5131 Nolensville Road, Nashville, 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, its successors, heirs, and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its heirs, successors, assigns, and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its heirs, successors, and assigns, against the lawful claims of all persons whomsoever. 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.

WITNESS its hand this 14th day of November, 1989.

MEDTHAL ASSOCIATES

BY: Anthony J. LaSala
General Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Anthony J. LaSala, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be general partner of Medthal Associates, the within named bargainor, a general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tennessee, this the 14th day of November, 1989.

Gretchen Kolokithas
NOTARY PUBLIC

My Commission Expires: Jan. 23, 1993

JEA988:gmk:11/8/89
WFT015-018

EXHIBIT A

Description of the Property

A parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being Lot No. 1, as shown on the plan of Tusculum Square as of record in Book 4675, page 118, Register's Office for said County, and being, according to the survey of Barge, Waggoner, Sumner and Cannon, dated September 19, 1989, bearing File No. 5370-03, more particularly described as follows:

Beginning at an iron pin in the southerly margin of Tusculum Road, said pin being westerly 120.18 feet from the terminus of a curve return to the westerly margin of Nolensville Pike; thence leaving said southerly margin with the westerly line of property conveyed to Circle K Convenience Stores, Inc. by deed of record in Book 7523, page 960, R.O.D.C., S 11° 00' 55" E, 226.86 feet to an iron pin; thence with the southerly line of said Circle K property, N 79° 15' 05" E, 155.95 feet to an iron pin in the westerly margin of Nolensville Pike; thence with said margin the following calls: S 10° 25' 20" E, 8.03 feet to a point; S 50° 13' 20" E, 18.19 feet to a point; S 40° 55' 40" W, 14.90 feet to a point; South 10° 25' 20" E, 181.55 feet to a point; with a curve to the left 139.15 feet to a point, said curve having a central angle of 00° 41' 23", a radius of 11,561.16 feet and a tangent of 69.59 feet; thence leaving said margin with the northerly line of property conveyed to McMurray Apartments III by deed of record in Book 7300, page 525, R.O.D.C., S 79° 10' 39" W, 389.56 feet to a point in the easterly line of property conveyed to McMurray Manor Apartments, Inc., by deed of record in Book 4248, page 356, R.O.D.C.; thence with said line and the easterly line of property conveyed to McMurray Manor Apartments, Inc., by deed of record in Book 4083, page 831, R.O.D.C., N 12° 39' 55" W, 131.61 feet to a point; thence continuing with said line, N 10° 58' 25" W, 438.32 feet to a point in the southerly margin of Tusculum Road; thence with said margin N 80° 11' 05" E, 89.20 feet to a point; thence continuing with said margin with a curve to the left of 151.24 feet to the point of beginning, said curve having a central angle of 10° 12' 44", a radius of 848.51 feet and a tangent of 75.82 feet, containing 191,178 square feet or 4.39 acres, more or less.

Being the same property conveyed to Medthal Associates, a Partnership, by Quitclaim Deed from Media Capital, a New Jersey General Partnership, of record in Book 7937, page 758, said Register's Office.

8 1 8 6 2
IDENTIF. REFERENCE
Nov 14 3 25 PM '89
PHILIP ... REGISTER
DAVIDSON COUNTY TN.

JEA988B:gmk:11/6/89
WFT015-018

EXHIBIT B

Encumbrances

1. 1989 Real Property Taxes which have been prorated and assumed by Grantee.

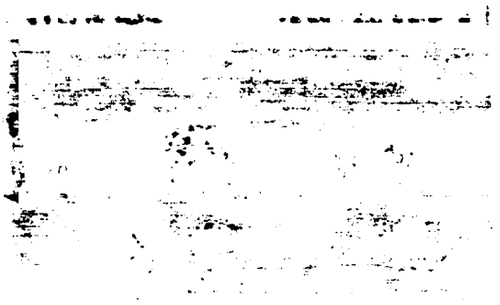
2. Short Form Lease by and between Singer Housing Company d/b/a The Mitchell Company ("Landlord") and Winn-Dixie Louisville, Inc. ("Tenant") of record in Book 4841, Page 421, Register's Office of Davidson County.

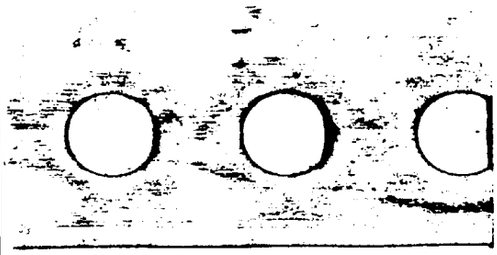
3. Short Form Lease by and between Medthal Associates by Media Capital (Partner) ("Landlord") and Eckerd Drugs of North Carolina, Inc. ("Tenant") of record in Book 7459, Page 622, Register's Office of Davidson County.

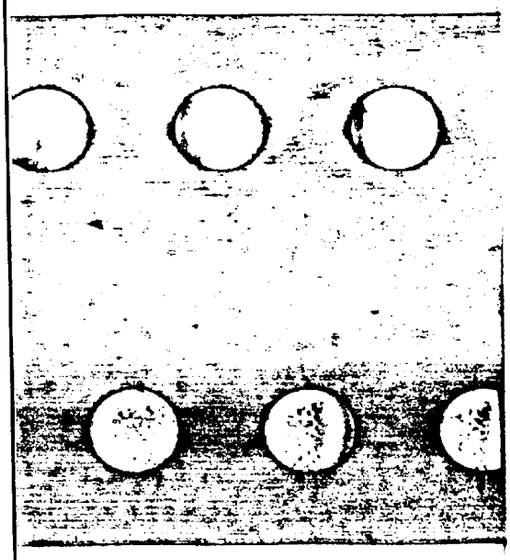
4. Deed of Conveyance of water main of record in Book 5011, Page 702, Register's Office of Davidson County.

5. All matters as shown on the plan of record in Book 4675, Page 118, Register's Office of Davidson County.

6. All matters as shown on the Survey of Barge, Waggoner, Sumner & Cannon, dated September 18, 1989.







OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7983 PAGE 714

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 1490000.00
				CON TX 49.17
				PRFEE 1.00
				MTGFEE 12.00
				~~TOTAL 62.17~~
				~~CHECK 62.17~~
11/14/89	01			15:22 0001 4204

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

VOID
CON TX 49.17-
CON TX 4917.00
~~TOTAL 4867.83~~
~~CHECK 4867.83~~
11/14/89 01 15:23 0001 4205

81862

IDENTIF. TREFERENCE

Nov 14 3 25 PM '89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

TOTAL $ 4,930.00

No. 267938