Box 35
Return to Kelly Tuttle Atty

BOOK 8377 PAGE 434 4/22/91

[Address New Owner:	[Map-Parcel Numbers:]	Send Tax Bills To:]
[Cain-Sloan, Inc.	[Portions of Lot 2	]Cain-Sloan, Inc.]
[c/o Dillard Department	[Map Recorded 2/15/91	]c/o Dillard Dept.]
[Stores	[Book 7900, Page 258	] Stores]
[1600 Cantrell Road	[of the Register's	]P.O. Box 486]
[Little Rock, Arkansas	[Office of Davidson	]Little Rock, Ark.]
[72201	[County, Tennessee	] 72203]

[This instrument prepared by: Wertheimer & Fredman, 330 Madison Avenue, New York, New York 10017]

WARRANTY DEED

THIS INDENTURE, made and entered into this 22nd day of May, 1991, by and between NASHLAND ASSOCIATES, a general partnership organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and CAIN-SLOAN, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate, situated and being in the First Civil District, Nashville, County of Davidson, State of Tennessee described in Schedule A hereto annexed, being a portion of the premises conveyed to Nashland Associates by deed of record Book 6321, page 223, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, or successors and assigns in fee simple however.

I, or 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 $ 1,428,000.00, 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 23rd day of April, 1991.

Notary Public

DOROTHY A. GROSCH
Notary Public, State of New York
No. 4805037
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires 1-31-93

STATE OF TENNESSEE
NOTARY PUBLIC

235211

IDENTIFICATION REFERENCE

Jun 18 3 51 PM '91

FELIX Z WILSON JR REGISTER
DAVIDSON COUNTY, TN

JWO\HHDEED2.DOC\p. 1

The said party of the first part does hereby covenant with the said party of the second part that is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set forth in Schedule B hereto annexed, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims arising from acts done or suffered by or through it, but against none other.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

NASHLAND ASSOCIATES,

by: Its Managing Partner:
O'Connor Realty Investors, II, L.P.,

by: Its General Partner:
J.W. O'Connor & Co., Incorporated

by: _____
Vice President

ATTEST:
Kevin Rodgers
Secretary

STATE OF New York, COUNTY OF New York

Before me, the undersigned authority, a Notary Public of the state and county aforesaid, personally appeared Glenn J. Rufrano, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the Vice President of J.W. O'CONNOR & CO., INCORPORATED, a Delaware corporation, which corporation is a general partner of O'Connor Realty Associates, II, L.P., which limited partnership is a general partner of Nashland Associates, the within named bargainor, a partnership, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by himself as Vice President of the corporate general partner of the limited partnership which is a general partner of the said bargainor.

WITNESS my hand, at office, this 23rd day of April, 1991.

Dorothy A. Grosch
Notary Public

My Commission expires:

DOROTHY A. GROSCH
Notary Public, State of New York
No. 4805037
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires 1-31-93

SCHEDULE A

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being a portion of Lot No. 4 as shown on the Plan of Hickory Hollow Mall, Section One as of record in Book 5050, Page 25, R.O.D.C*, and being more particularly described as follows:

BEGINNING at a point in the northerly margin of Hickory Hollow Parkway, said point being westerly 575.66 feet from the westerly margin of Bell Road, said point also being the southwesterly corner of Lot No. 2 as shown on said plan of Section One;

THENCE, leaving said margin with the westerly line of said Lot No. 2, the following calls:

N 60° 40' 00" E, 35.36 feet to a point;

N 15° 40' 00" E, 95.69 feet to a point;

N 29° 19' 18" W, 35.36 feet to a point;

THENCE, with the southerly line of said Lot No. 2 in a westerly direction with a curve to the right, 124.96 feet to the true point of beginning of the herein described parcel, said curve having a central angle of 06° 30' 31", a radius of 1,100 feet, a tangent of 62.55 feet, and a chord of N 71° 04' 45" W, 124.89 feet;

THENCE, with the southerly line of said Lot No. 4 with a curve to the right 94.53 feet to a point, said curve having a central angle of 04° 55' 26", a radius of 1,100 feet, a tangent of 47.29 feet and a chord of N 65° 21' 46" W, 94.50 feet;

THENCE, leaving said line with a severance line N 14° 38' 00" E, 534.08 feet to a point in the common line of Lot Nos. 1 and 4, as shown on said Plan of Section One;

THENCE, with said line S 75° 22' 00" E, 17.39 feet to a point;

THENCE, with a severance line S 14° 38' 00" W, 23.24 feet to a point;

* and a portion of Lot 2 as shown on Resubdivision of Lots 2 & 4, Section One Hickory Hollow Mall as of record Book 7900, Page 258, R.O.D.C.

SCHEDULE A
(continued)

THENCE, continuing with said line S 75° 22' 00" E, 75.67 feet to a point in the common line between Lot Nos. 2 and 4;

THENCE, with said line S 14° 38' 00" W, 527.26 feet to the point of beginning.

Containing 48,773 square feet or 1.12 acres, more or less.

BARGE, WAGGONER, SUMNER AND CANNON
File 10693-01
October 31, 1989
Revised June 8, 1990

SCHEDULE A
(continued)

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being a portion of Lot No. 4 as shown on the Plan of Hickory Hollow Mall, Section One as of record in Book 5050, Page 25, R.O.D.C.*, and being more particularly described as follows:

BEGINNING at a point in the westerly margin of Bell Road, said point being northeasterly 546.31 feet from the northerly margin of Hickory Hollow Parkway;

THENCE, with the southerly line of said Lot 4 the following calls:

N 28° 34' 33" W, 108.55 feet to a point;

S 64° 20' 50" W, 54.92 feet to a point;

with a curve to the right 356.06 feet to the true point of beginning of the herein described parcel, said curve having a central angle of 34° 04' 58", a radius of 600.00 feet, a tangent of 183.90 feet, and a chord of S 81° 20' 52" W, 350.86 feet;

THENCE, with the common line between Lot 4 and Lot 2 of said Plan, N 14° 38' 00" E, 319.47 feet to a point;

THENCE, N 75° 22' W, 30.00 feet to a point;

THENCE, N 14° 38' E, 163.54 feet to a point;

THENCE, severing Lot 4, S 75° 22' 00" E, 135.24 feet to a point in the westerly line of Lot 3 of said plan;

THENCE, with said westerly line and severing Lot No. 4, S 14° 38' W, 461.75 feet to a point in the southerly line of Lot No. 4;

THENCE, with said southerly line and a curve to the right 107.51 feet to the point of beginning, said curve having a central angle of 10° 16' 00", a radius of 600.00 feet, a tangent of 53.90 feet, and a chord of N 86° 47' 05" W, 107.37 feet;

Containing 54,793 square feet or 1.26 acres, more or less.

BARGE, WAGGONER, SUMNER AND CANNON
File 10693-01
October 31, 1989
Revised September 26, 1990

* and a portion of Lot 2 as shown on Resubdivision of Lots 2 & 4, Section One Hickory Hollow Mall as of record Book 7900, Page 258, R.O.D.C.

SCHEDULE B

1) Operating Agreement by and between Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation; and Sears, Roebuck and Co., a New York corporation, et al, dated 12/17/76, of record in Book 5098, page 17, said Register's Office.

2) First Amendment to Operating Agreement, dated 8/1/78, of record in Book 5318, page 780, said Register's Office.

3) Supplemental Operating Agreement by and between Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation; and Sears, Roebuck and Company, a New York corporation, dated 12/17/76, of record in Book 5098, page 101, said Register's Office.

4) First Amendment to Supplemental Operating Agreement, dated 8/1/78, of record in Book 5318, page 885, said Register's Office.

5) Supplemental Operating Agreement by and between Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation; and Alstores Realty Corporation, a Delaware corporation, and the Cain-Sloan Company, a Tennessee corporation, dated 12/17/76, of record in Book 5098, page 111, said Register's Office.

6) First Amendment to Supplemental Operating Agreement, dated 8/1/78, of record in Book 5318, page 890, said Register's Office.

7) Supplemental Operating Agreement by and between Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation; and Mercantile Properties, Inc., a Delaware corporation, and The Castner-Knott Dry Goods Co., a Tennessee corporation, dated 12/17/76, of record in Book 5098, page 143, said Register's Office.

8) First Amendment to Supplemental Operating Agreement, dated 8/1/78, of record in Book 5318, page 907, said Register's Office.

9) Supplemental Operating Agreement by and between Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation, and J.C. Penney Properties, Inc., a Delaware corporation, dated 8/1/78, of record in Book 5318, page 810, said Register's Office.

10) Deed of Declaration by Hickory Hollow Associates, a joint venture comprised of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation, dated 11/16/76, of record in Book 5091, page 533, said Register's Office.

11) First Amendment to Deed of Declaration, dated 1/24/78, of record in Book 5249, page 450, said Register's Office.

12) Second Amendment to Deed of Declaration, dated 8/1/78, of record in Book 5318, page 762, said Register's Office.

13) Declaration of Protective Covenants for Hickory Hollow, of record in Book 5125, page 769, amended in Book 5189, page 947, Book 5337, page 933, restated and amended in Book 5441, page 968, amended in Book 5792, page 491, Book 5951, page 26, Book 6011, page 163, and Book 6095, page 948, said Register's Office.

14) Subject to agreement between Hickory Hollow Associates, a Georgia joint venture comprised of Hickory Hollow Mall, Inc. a Georgia corporation, and Intereal Company, a Tennessee corporation, and Nashland Associates, a Tennessee partnership, concerning application of the above referenced covenants, of record in Book 6321, page 311, said Register's Office.

15) All matters as shown on the plan of record in Book 5050, page 25, and plan of record in Book 7900, page 258, said Register's Office, including an owner's certificate, a permanent access easement surrounding subject property, and easements for water and sewer lines as designated, to which plan reference is hereby made.

16) Deeds of conveyance of water mains to Metropolitan Government of Nashville and Davidson County of record in Book 5204, page 63, Book 5206, page 686, Book 5408, page 648, Book 5387, pages 847, 852, 857, and 882, said Register's Office.

17) Deeds of conveyance of sewer lines to Metropolitan Government of Nashville and Davidson County of record in Book 5387, pages 872, 877, 887 and 892, said Register's Office.

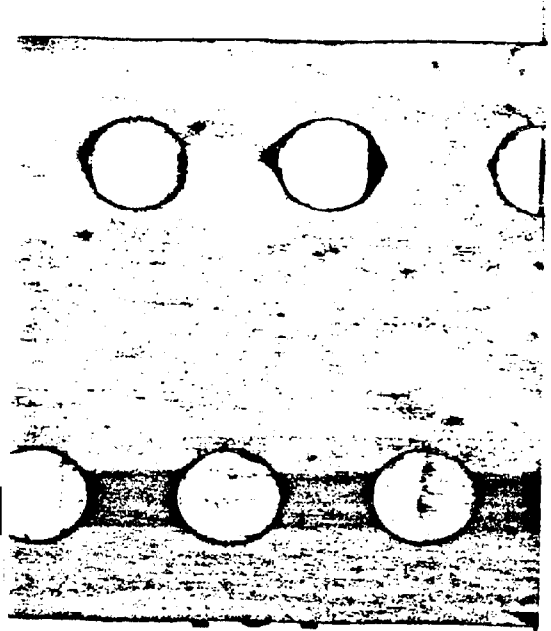
18) Easement for sanitary sewers and/or storm drainage to Metropolitan Government of Nashville and Davidson County of record in Book 8024, page 634, said Register's Office.

19) Overhead Line Easement granted Metropolitan Government of Nashville and Davidson County of record in Book 6025, page 813, said Register's Office.

20) Charter of Hickory Hollow Mall Merchants Association, Inc., of record in Book 5328, page 255, said Register's Office.

5316 06/18 0101 03CHECK 4734.40





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8377 PAGE 441

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
1428000.00
CON TX 4712.40
PRFEE 1.00
WDEED 21.00
TOTAL 4734.40
CHECK 4734.40

06/18/91 01 15:55 0001 5316

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2 3 5 2 I:

IDENTIFICATION REFERENCE

JUN 18 3 51 PM '91

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 432335