Box 35

Return to: [illegible] Atty

BOOK 8377 PAGE 463

3/21/91

[Address New Owner:	[Map-Parcel Numbers:]	Send Tax Bills To:]
[Mercantile Properties	[Portion of Lot 3,	]Mercantile Properties]
[9440 Seward Road	[Map Recorded 5/10/91,	]9440 Seward Road]
[Fairfield, Ohio	[Book 7900, page 280,	]Fairfield, Ohio]
[45014-5499	[of the Register's]	45014-5499]
[	[Office of Davidson]	]
[	[County, Tennessee]	]
		]

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

WARRANTY DEED

3223 06/18 0101 03CHECK 293.20

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 MERCANTILE PROPERTIES, INC., a corporation organized and existing under 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 and described in Schedule A hereto annexed, being a portion of the premises conveyed to Nashland Associates by deed of Record in Book 6321, page 223, Register's Office for 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 $ 84,000.00 , which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant GLENN RUFRAND

Subscribed and sworn to before me this 15th day of April, 1991.

BRIDGET DILLON
NOTARY PUBLIC, State of New York
No. 4803772
Qualified in Westchester County
Certificate Filed in _____ County
Commission Expires 1/31/93

bridget dillon
Notary Public

23526.

IDENTIFICATION REFERENCE

JUN 18 3 55 PM '91

FILED & RECORDED IN REGISTER'S OFFICE (DAVIDSON COUNTY, TN.)

JWO\HHDEED4.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 of all persons.

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:

_____
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 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 15th day of April, 1991.

BRIDGET DILLON
NOTARY PUBLIC, State of New York
No. 4803772
Qualified in Westchester County
Certificate Filed in _____ County
Commission Expires 1/31/93

Bridget Dillon
Notary Public

My Commission expires: 1-31-93

SURVEYOR'S DESCRIPTION

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 the 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 846.31 feet from the northerly margin of Hickory Hollow Parkway;

THENCE, leaving said margin N 22° 43' 46" W, 108.55 feet to a point, being the southeasterly corner of Lot No. 3 of said plan;

THENCE, with the southerly line of Lot No. 3, N 75° 22' 00" W, 496.12 feet to the southwesterly corner of Lot No. 3;

THENCE, with said westerly line N 14° 38' 00" E, 107.74 feet to the true point of beginning of the herein described parcel;

THENCE, severing Lot No. 4 of said plan, N 75° 22' 00" W, 40.00 feet to a point;

THENCE, N 14° 38' 00" E, 151.76 feet to a point;

THENCE, with the westerly line of Lot No. 3, S 75° 22' 00" E, 40.00 feet to a point;

THENCE, S 14° 38' 00" W, 151.76 feet to the point of beginning.

Containing 6,070 square feet or 0.14 acre, more or less.

Barge, Waggoner, Sumner and Cannon
File 10693-01
September 13, 1990
sd.10693-01

* and a portion of Lot 3 as shown on the Resubdivision of Lot 3, Section One, Hickory Hollow Mall to be recorded in 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 ____, page _____ in 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.

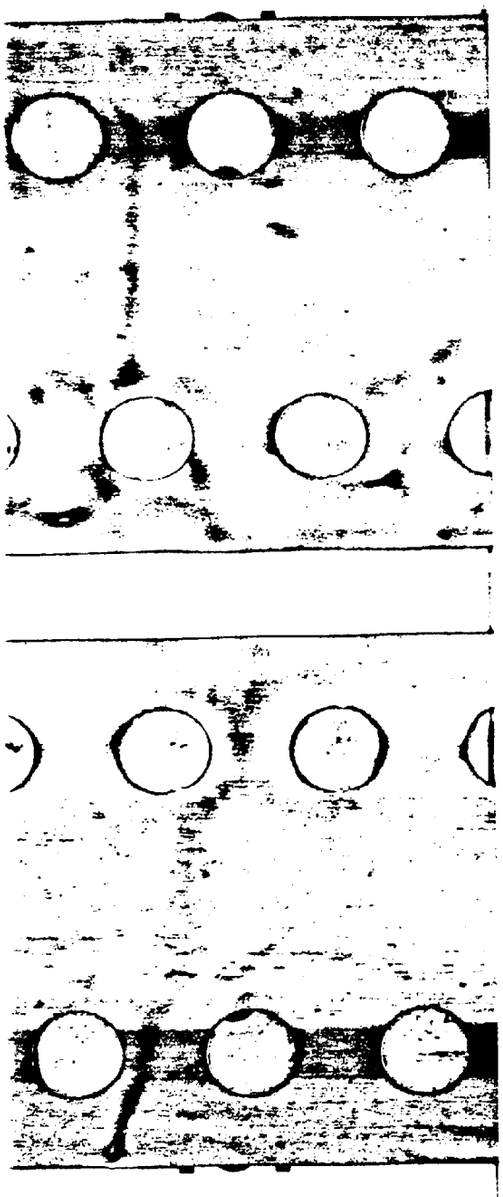
16) Deeds of conveyance of water mains to Metropolitan Government of Nashville and Davidson County of record in Book 5204, page 63, Book 5206, page 686, Book 5408, page 648, Book 5387, pages 847, 852, 857, and 882, said Register's Office.

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.



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8377 PAGE 463

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 84000.00
CON TX 277.20
PRFEE 1.00
WDEED 15.00
TOTAL 293.20
CHECK 293.20

06/18/91 01 15:59 0001 5323

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

235.26.

IDENTIFICATION REFERENCE

JUN 18 3 55 PM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 432342