Bk 53

BOOK 8650 PAGE 948

WHEN RECORDED MAIL TO:

Wimsatt-Mt. Washington I Limited Partnership,
a Kentucky limited partnership
201 York Street
Louisville, Kentucky 40203
Attention: George M. Wimsatt, Jr.

19049

0884 06/12 0101 03CHECK 1963B.00

IDENTIF. REFERENCE

JUN 12 12 47 PM '92

space above this line for recorders use

Loan No.: 7576-000178593
Bank I.D.: 7576

SPECIAL WARRANTY DEED AND BILL OF SALE

(Improved Property - Financed Sale)

The undersigned, Hickory Trace, a California limited partnership (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Grantor paid by Grantee named herein, the receipt of which is hereby acknowledged, and in further consideration of the execution and due delivery by Grantee of that one certain promissory note (herein called the "Note") in the original principal sum of THREE MILLION NINE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($3,975,000.00), executed by Grantee, payable to the order of Grantor, and providing for acceleration of maturity in the event of default, the payment of which Note is secured, inter alia, by that certain Deed of Trust (the "Deed of Trust") of even date herewith to First American Title Insurance Company, a California corporation, Trustee, for the benefit of Grantor has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Wimsatt-Mt. Washington I Limited Partnership, a Kentucky limited partnership, whose mailing address is 201 York Street, Louisville, Kentucky 40203, Attn: George M. Wimsatt, Jr. (herein called "Grantee"):

(i) that certain tract or parcel of land situated in Davidson County, Tennessee, described in Exhibit A attached hereto and incorporated herein for all purposes, together with all rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys

or rights-of-way (the "Land"),

(ii) all buildings and other improvements situated on the Land, together with all fixtures and other property attached thereto (hereinafter collectively called the "Improvements"), and

(iii) all of Grantor's interest in any equipment, machinery, building materials, furnishings, furniture and other personalty (herein sometimes called the "Personalty"), now or hereafter located on or about the Land and the Improvements.

(all of the foregoing Land, Improvements, and Personalty hereinafter called the "Subject Property"), subject to general real estate taxes on the Subject Property for the current year and subsequent assessments for prior years due to change in land usage or ownership, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Subject Property and all matters set forth on Exhibit B attached hereto and made a part hereof by reference (all of the foregoing hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereon or in any wise belonging, unto the Grantee, its/his successors, heirs, executors, administrators and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Subject Property unto the Grantee, its/his successors, heirs, executors, administrators and assigns, against every person whomsoever lawfully claims or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

GRANTOR makes no warranty, express or implied, or arising by operation of law, as to the nature and condition of the Subject Property, including, without limitation, the water, soil and geology, and the suitability of the Subject Property for any and all activities and uses which Grantee may elect to conduct thereon, and the existence of any environmental hazards or conditions thereon (including the presence of asbestos) or compliance of the Subject Property or its operation with all applicable laws, rules or regulations or as to the condition or state of repair of the Subject Property, or any portion thereof, or of visible or hidden defects in material, workmanship or capacity of the Subject Property, or any portion thereof, and there are no implied warranties of habitability, merchantability or fitness for a particular purpose as to the Subject Property or any portion thereof. Grantee acknowledges that Grantor is under no obligation to alter, repair or improve the Subject Property or any portion thereof. Grantee acknowledges that it has fully inspected and

reviewed the Subject Property, including, without implied limitation, the physical aspects thereof and all matters affecting the operation thereof, and that delivery of the Subject Property is "AS IS", "WHERE IS", and "WITH ALL FAULTS", and that Grantor has disclaimed any implied warranties with respect to the Subject Property. Grantee acknowledges that it is not relying on any representation, warranty, written information, data, reports or statement of Grantor or any of its employees or agents, including, without implied limitation, Grantor's present management company, if any, with respect to the Subject Property, as to any aspect of the Subject Property or its operation, including, without implied limitation, the physical condition of the Subject Property. Grantee acknowledges that any and all information of any type that Grantee has received or may receive from Grantor or Grantor's employees or agents is furnished on the express condition that Grantee shall or would make an independent verification of the accuracy of any and all such information, all such information being furnished without any representation or warranty as to accuracy or completeness whatsoever. Grantee agrees that no warranty has arisen through trade, custom or course of dealing with Grantor, and agrees that all disclaimers of warranties shall be construed liberally in favor of Grantor.

All ad valorem taxes and assessments for the Subject Property for the year in which this Deed is executed have been prorated by the parties hereto as of the date of this Deed and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years as well as for subsequent assessments for prior years due to change in land usage or ownership.

EXECUTED this 29 day of May, 1992.

HICKORY TRACE, a California limited partnership

By: ADC Financial Corporation, a California corporation, its General Partner

By: _____

Name: Steven A. Carr

Title: President

STATE OF CALIFORNIA }
}SS.
COUNTY OF ORANGE }

On May 29, 1992 before me, Elizabeth P. Rogers, a notary public, personally appeared Steven A. Carr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth P. Rogers
Notary Public

Elizabeth P. Rogers
Comm. #954297
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires Jan 29 1996

EXHIBIT "A" BOOK 8650 PAGE 952

PROPERTY DESCRIPTION

The land referred to in this commitment/policy is situated in the State of TENNESSEE. County of DAVIDSON and is described as follows:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located north of I-24, south of Mt. View Road, west of Bell Road, and being part of Reserved Parcel 1 as shown on the Plan of Hickory Hollow Mall, Second Revision as of record in Book 5050, page 23, Register's Office for said County, more particularly described as follows: Beginning at a point in the southerly margin of Mt. View Road, being the northeast corner of A. J. Rainey, et ux; thence, in a clockwise direction with Mt. View Road, S 77 degrees 40' 05" E 404.23 feet to a point, the northwest corner of Hickory Hollow Mall; thence, with the westerly margin of said Mall property, S 21 degrees 08' 00" W, 1001.44 feet to a point; thence, with a curve to the left having a central angle of 32 degrees 58' 00", a radius of 700.00 feet, 402.76 feet to a point; thence, continuing with a curve to the left having a central angle of 04 degrees 56' 00", a radius of 360.00 feet, 31.00 feet; thence, with a curve to the right in a northwesterly direction, said curve having a central angle of 62 degrees 42' 46", a radius of 136.28 feet a curve length of 149.17 feet and a chord bearing N 77 degrees 10' 00" W, 141.83 feet; thence, N 45 degrees 48' 37" W, 101.01 feet to a point; thence, S 44 degrees 11' 23" W, 315.33 feet to a point; thence, with the north line of George P. Dale, et ux, N 58 degrees 18' 37" W, 313.85 feet to a point in the easterly line of James A. Elliott, et al; thence, with Elliott's east line, N 12 degrees 48' 16" E, 735.50 feet to a point; thence N 04 degrees 22' 30" E, 251.72 feet to a point; thence, N 05 degrees 58' 33" E, 266.04 feet to a point, being the south west corner of A. J. Rainey; thence, with Rainey's south line, S 83 degrees 27' 28" E, 480.31 feet to a point; thence N 00 degrees 17' 15" E, 227.62 feet to the point of beginning.

Being the same property conveyed to HICKORY TRACE, A LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, by Deed of Correction of record in Book 6663, page 815, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

(Permitted Exceptions) BOOK 8650 PAGE 953

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements. Easements, or claims thereof, which are not shown by the public record.

2. 1992 taxes constitute a lien, although not yet due and payable.

3. 1991 Taxes Map 163-00-00, Parcel 057 in the amount of $136,604.00 are PAID. (21.38 ACRES). Personalty Taxes in the amount of $3,848.00 are PAID.

4. Regulatory Agreement by and between Hickory Trace, Limited, a California limited partnership, the Developer; American Diversified Savings and Loan Association, the Lender; and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, the Issuer; of record in Book 6207, page 195, said Register's Office, dated January 3, 1984; pertaining to the Issuer's Multifamily Mortgage Revenue Bonds, Series A (Hickory Trace Apartment Project).

5. Amended and Restated Regulatory Agreement by and between Hickory Trace, a limited partnership, a California limited partnership, as owner; The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, as Issuer; and First Tennessee Bank National Association, as Trustee; of record in Book 6620, page 325, said Register's Office, dated June 1, 1985; pertaining to the Issuer's Multifamily Mortgage Revenue Bonds, Series A (Hickory Trace Apartment Project).

6. Assignment of Leases and Cash Collateral by Wimsatt-Mt. Washington I Limited Partnership, a Kentucky limited partnership, Assignor, in favor of the Federal Deposit Insurance Corporation, as Receiver for American Diversified Savings Bank, Assignee, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

7. Financing Statement from Wimsatt-Mt. Washington I Limited Partnership, a Kentucky limited partnership, to Federal Deposit Insurance Corporation as Receiver for American Diversified Savings Bank, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

8. Assignment and Assumption of Leases and Contracts by and between Hickory Trace, a California limited partnership and Wimsatt-Mt. Washington I Limited partnership, a Kentucky limited partnership of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

9. Assumption Agreement between Wimsatt-Mt. Washington I Limited Partnership, a Kentucky limited partnership, Purchaser and, Hickory Trace, a California limite partnership, Owner, of record in Book ____, page ____, said Register's Office.

10. Financing Statement from American Diversified Savings and Loan Association to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County of record in Book 6207, page 256, said Register's Office.

11. Deed of Conveyance from American Diversified Capital Corp. to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, for construction of sanitary sewer lines, of record in Book 6518, page 931, said Register's Office.

12. Storm Water Detention Agreement by and between American Diversified Capital Corporation, and The Metropolitan Government of Nashville and Davidson County, of record in Book 6255, page 82, said Register's Office.

13. All matters shown on the Plan of record in Book 5200, page 726, said Register's Office.

14. Deed of Declaration of 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.

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

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

15. Declaration of Protective Covenants of 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.

16. A slope easement along the east side of the property as shown on the survey of the property prepared by Barge, Waggoner, Sumner & Cannon, dated August 7, 1980, revised July 15, 1983, of record in Book 5200, page 726, said Register's Office, which easement is reserved in Deed of record in Book 6095, page 957, said Register's Office, for the benefit of the Grantor, American Diversified Capital Corporation as owner of the property known as Hickory Hollow Mall, and its successors in title thereto, and as shown on Plan of record in Book 5200, page 726, said Register's Office.

17. A permanent access easement by and between Sears, Roebuck & Co. and Hickory Hollow Associates, of record in Book 5951, page 14, said Register's Office, which agreement contains certain maintenance and repair obligations, the performance of which shall be the sole responsibility of the Grantee.

18. All matters shown on survey by Bock & Clark's National Surveyors Network, Engineers & Surveyors, 537 N. Cleveland-Massillon Road, Akron, Ohio, dated October 18, 1991, Last Revision dated October 22, 1991, including but not limited to the following Encroachments A, B, C and D, as follows:

A. Subject property's sign at southeasterly corner encroaches onto adjacent properties as shown in Detail "A" on said survey.
B. Power pole and overhead power and telephone lines (in easement) encroaches along part of easterly line. Anchor wire to power pole encroaches upon subject property (See Plat).
C. Drainage ditch running from detention area on north part to detention area on south part encroaches on part of property to the west as shown.
D. Roadside ditch along Mount View Road has been diverted across northeast corner of subject site to drainage ditch along "Ring Road". See Plat.

19. Rights of parties in possession under unrecorded leases.

BOOK 8650 PAGE 956

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual monetary consideration for this transfer is $5,300,000.00.

AFFIANT

Sworn to and subscribed to
before me this 12 day of
June, 1992.

NOTARY PUBLIC

My commission expires: 1/23/93

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NUMBERS:
WIMSATT-MT. WASHINGTON I LIMITED PARTNERSHIP 201 YORK STREET LOUISVILLE, KENTUCKY 40203	FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR AMERICAN DIVERSIFIED SAVINGS BANK P. O. BOX 7549 NEWPORT BEACH, CA 92658-7549	MAP 163 PARCEL 057





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

RECEIVED OF _____

FOR _____

BOOK 8650 PAGE 957

CO CONVEYANCE	CC CERTIFIED COPY	MISC MISCELLANEOUS
MO MORTGAGE	REL RELEASE	CO TX STATE TAX CONVEY
WD WARRANTY DEED	UCC UNIFORM COMMERCIAL CODE	MO TX STATE TAX MORT
TD TRUST DEED		PRFEE PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
06/12/92	01	5300000.00	CONVEYANCE TAX 19610.00 PRFEE 1.00 WDEED 27.00 TOTAL 19638.00 CHECK 19638.00	CAMT 19638.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19049
9049

NTIF. REFERENCE
JUN 12
12 12 47 PM '92

No. 540635