THIS INSTRUMENT PREPARED BY:
Sherrard & Roe (JHR) BCYLC2
424 Church Street, Suite 2000
Nashville, TN 37219

BOOK 9350 PAGE 263

SPECIAL WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Map & Parcel No.:**
Seven Mile Creek, L. P. c/o SMC, Inc., General Partner Two Brentwood Commons, Ste 150 750 Old Hickory Blvd. Brentwood, Tennessee 37027 Attn: David E. Miller	~~General Electric Capital Corporation~~ SAME	Map 147 Parcel 38

FOR AND IN CONSIDERATION of Fifteen Million Two Hundred Twenty-eight Thousand Dollars ($15,228,000.00) cash in hand paid, the receipt of which is hereby acknowledged, Gainsborough Corporation, a North Carolina corporation authorized to do business in Tennessee (hereinafter referred to as the "Grantor") has bargained and sold, and does hereby transfer and convey unto Seven Mile Creek, L. P., a Tennessee limited partnership with SMC,Inc., a Tennessee corporation as its sole General Partner, (hereinafter referred to as the "Grantee") certain real estate in Davidson County, Tennessee more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenances, estate, title and interest belonging to the said Grantee, and to the said Grantee's, heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those items set forth on EXHIBIT "B" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Permitted Title Exceptions"). Excepting the Permitted Title Exceptions, Grantor further covenants and binds itself, its successors and representatives, to

warrant and forever defend the title to said Property to the said Grantee and to the said Grantee's heirs, successors and assigns against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed hereto by its duly authorized officer on the 31 day of May, 1994.

GRANTOR:

GAINSBOROUGH CORPORATION, a North Carolina corporation

By: _____

Title: SVP



BOOK 9380 PAGE 265

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Thomas H. Speed, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Sr. Vice President of Gainsborough Corporation, a corporation, the within named bargainor, and that he/she as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Sr. Vice President.

Witness my hand and seal, at office in Charlotte, North Carolina, this 31st day of May, 1994.

Julia Davenport
Notary Public

My Commission Expires:
My Commission Expires May 5, 1999

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $15,228,000.00.

Affiant

Subscribed and sworn to before me, this the 15 day of June, 1994.

Rita D. McQuerry
Notary Public

My Commission Expires:
7-25-97

EXHIBIT "A"
Property Description

Land being in the 30th Civil District, Nashville, Davidson County, Tennessee, at the northeast corner of Nolensville Pike and Harding Place, and being more particularly described based on a survey prepared by Thomas, Miller & Partners, 750 Old Hickory Blvd., Brentwood, Tennessee 37027, TN Lic. No. 1515 and dated February 25, 1994, as follows:

PARCEL 38

Land being in the 30th Civil District, Nashville, Davidson County, Tennessee, at the northeast corner of Nolensville Pike and Harding Place, being a portion of the Gainsborough Corporation property (DB 8680, PG 633), and being more particularly described as follows:

Beginning on an existing chiseled "X" in a concrete sidewalk on the easterly Right-Of-Way of Nolensville Pike, and being the southwest corner of the Harding Mall Park, Section 1 (PB 4350-PG 185);

Thence, with Harding Mall Park's southerly line, N 79° 08' 23" E - 126.66' to an iron pin (new);

Thence, with Harding Mall Park's easterly line, N 10° 51' 37" W - 149.24' to an iron pin (old), said pin lying in the southerly Right-Of-Way of Welch Road;

Thence, with said Right-Of-Way, S 82° 13' 58" E - 458.08' to an iron pin (old).

Thence, continuing with said Right-Of-Way, along a curve to the right having a delta of 01° 28' 01", a radius of 4773.52', an arc length of 122.21', and a Chord bearing and distance of S 81° 29' 39" E - 122.20' to an iron pin (old);

Thence, continuing with said Right-Of-Way, S 80° 46' 00" E - 267.83' to a point in the center of Seven Mile Creek, said point also being the northwest corner of Lot 19 on the plan of Herbert Heights Section One (PB 3500 PG 28);

Thence, with the center of said creek for the following 9 calls:

S 25° 05' 20" E - 117.00' to a point;
S 13° 28' 20" E - 55.00' to a point;
S 00° 20' 30" W - 109.00' to a point;
S 24° 41' 20" W - 125.00' to a point;
S 17° 49' 00" W - 102.00' to a point;
S 15° 14' 10" W - 69.00' to a point;
S 19° 50' 30" W - 60.00' to a point;
S 07° 40' 02" W - 63.48' to a point at the southwest corner of Lot 12 on said plat of Herbert Heights, this also being the northwest corner of Harding Mall Village of record in Plat Book 7900 - Page 606.

Thence, with west line of said Harding Mall Village S 19° 35' 55" W - 387.20' to a point in the northerly Right-Of-Way of Harding Place;

Thence, leaving said creek and Harding Mall Village with said Right-Of-Way for the following 3 calls:

S 74° 53' 00" W - 153.09' to an iron pin (new);
N 15° 07' 00" W - 10.00' to an iron pin (new);
S 74° 53' 00" W - 238.71' to an iron pin (old);

Thence, with a curve to the right, having a delta of 69° 18' 19", a radius of 150.00', an arc length of 181.44', and a chord bearing and distance of N 70° 27' 50" W - 170.58' to an iron pin (old) lying on the easterly Right-of-Way of Nolensville Pike;

Thence, with said Right-of-Way, N 10° 51' 37" W - 1036.40' to the POINT OF BEGINNING and containing 20.83 acres, more or less.

LOT 1

Land in the 30th Civil District, Nashville, Davidson County, Tennessee, being Lot 1 of Harding Mall Village (PB 7900, PG 606) and being more particularly described as follows:

Beginning on an iron pin (new) in the northerly right-of-way of Harding Place, and being the southeast corner of parcel 38 of the Gainsborough Corporation property (DB 8680, PG 633);

Thence, leaving said right-of-way with the east line of the above mentioned parcel 38 of the Gainsborough Corporation property, and generally following the centerline of Seven Mile Creek N 19° 35' 55" E - 275.49' to an iron pin (new) at the southwest corner of Lot 2 of the aforementioned Harding Mall Village;

Thence, with the southerly line of said Lot 2, S 68° 04' 37" E - 195.06' to an iron pin (new);

Thence, with a curve to the right having a delta of 60° 51' 45", a radius of 100.00', an arc length of 106.23', and a chord bearing and distance of S 37° 33' 41" E - 101.30' to an iron pin (new);

Thence, S 07° 15' 58" E - 29.40' to an iron pin (new) in the aforementioned northerly right-of-way of Harding Place;

Thence, with said Right-of-way for the following 2 calls:

With a curve to the left having a delta of 07° 50' 38", a radius of 1,472.39', an arc length of 201.57', and a chord bearing and distance of S 78° 48' 43" W - 201.42' to a railroad spike (old);

S 74° 53' 00 W - 146.31' to the POINT OF BEGINNING, and containing 1.11 acres, more or less.

LOT 2

Land being in the 30th Civil District, Nashville, Davidson County, Tennessee being Lot 2 of Harding Mall Village (PB 7900, PG 606), and being more particularly described as follows:

Beginning on an iron pin (new), at the northwesterly corner of Lot 1 in the above mentioned Harding Mall Village and also lying in the east line of parcel 38 of the Gainsborough Corporation property (DB 8680, PD 633);

Thence, with said parcel 38 N 19° 35' 55" E - 111.71' to a point, said point being the southwest corner of Lot 12 Herbert Heights Section Two (PB 3500, PG 83);

Thence, with the southerly line of the aforementioned Herberts Heights Subdivision S 80° 05' 22" E - 276.61' to an iron pin (new), at the northwesterly corner of Lot 3 in the aforementioned Harding Mall Village;

Thence, with the west line of said Lot 3, S 09° 54' 38" W - 45.00' to an iron pin (new);

Thence, S 46° 35' 03" W - 140.41' to an iron pin (new), in the northerly line of Lot 1 in the aforementioned Harding Mall Village

Thence with the north line of said Lot 1 with a curve to the left having a delta of 12° 33' 37", a radius of 100.00', an arc length of 21.92' and a chord bearing and distance of N 61° 42' 45" W - 21.88' to an iron pin (new);

Thence, continuing with the north line of Lot 1 N 68° 04' 37" W - 195.06' to the POINT OF BEGINNING and containing 0.82 acres, more or less.

Being a part of the same property conveyed to Gainsborough Corporation, by Deed from Harding Mall Venture, L. P., of record in Book 8680, page 633, Register's Office of Davidson County, Tennessee.

This is improved property, known as Harding Mall, Nolensville Road and Harding Place, Nashville, Tennessee.

Easement Parcel

All rights of Grantor under that certain Cross-Access Easement Agreement dated September 21, 1993, by and between Grantor and Harding Place Partnership of record in Book 9087, page 101, and as re-recorded in Book 9100, page 929, in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B" BOOK 9380 PAGE 269

Permitted Exceptions

1. Real Property Taxes for 1994 and subsequent years.

2. Subject to applicable zoning and building regulations and permits with respect to those certain lots lying east of Seven Mile Creek.

3. Memorandum of Lease re: lease to Chi Chi's USA, Inc. of record in Book 8157, page 359, RODC.

4. Memorandum of Lease with respect to Carmike Cinemas, Inc. of record in Book 7716, page 183, RODC.

5. Memorandum of Lease with respect to First American National Bank of record in Book 7716, page 173, RODC.

6. Short Term Lease dated August 1, 1991 by Harding Mall Venture, L.P. and Luby's Cafeterias, Inc. of record in Book 8422, page 526, RODC.

7. Rights of others in and to flow of Seven Mile Creek.

8. Survey prepared by Thomas Miller & Partners dated February 25, 1994, and entitled Boundary Survey of Harding Mall and Lots 1 and 2 of Harding Mall Village, 30th Councilmanic District, Nashville, Davidson County, Tennessee, shows, but is not limited to, the following:

(a) 20-foot sanitary sewer easement created by Order of Possession in favor of the Metropolitan Government of Nashville and Davidson County of record in Book 6764, page 97, RODC;

(b) Slope easement vested in the State of Tennessee by decree entered in Minute Book 126 B, page 961, Fourth Circuit Court of Davidson County, Tennessee, a certified copy of which is of record in Book 4219, page 542, RODC;

(c) 10-foot minimum building setback line from Harding Place, Welch Road and Parcel 132 on Map 133-15;

(d) 20-foot minimum building setback line from the east and northeast boundary lines of Parcel 38;

(e) 15-foot minimum building setback line from Nolensville Pike (US 31A);

(f) 10' NES easement in Book 8120, page 513, RODC;

(g) sanitary sewer lines;

(h) manholes for sanitary sewer;

(i) 100 year flood line;

(j) concrete sidewalks and curbing encroach onto Nolensville Pike, Harding Place and Welch Road;

(m) concrete walkway at Carmike Cinemas encroaches onto sewer easement;

(n) some paved parking encroaches onto minimum building setback lines; and

(o) 20 ft. sanitary sewer easement in the area near Carmike Cinemas and Seven Mile Creek of record in Book 8917, page 587, RODC.

9. Terms and provisions of a lease between Harding Mall Associates and Harding Mall, Castner Knott Store Co., Inc., dated July 25, 1962, of record in Book 3450, page 177, as amended September 9, 1963, of record in Book 3635, page 157, as amended July 27, 1965, of record in Book 3919, page 796, as amended August 25, 1969, of record in Book 4370, page 522, as amended September 24, 1970, of record in Book 4449, page 634, as amended November 17, 1972, of record in Book 4658, page 829, as amended October 31, 1973, of record in Book 4761, page 1, Register's Office for Davidson County, Tennessee. The following are amendments to Lease which are not of record:

(a) Letter dated December 31, 1973 from Harding Mall to Mercantile Stores Company, Inc. confirming the termination date of the Original Lease as January 31, 1994;

(b) Seventh Amendment to Lease dated November 4, 1977 by and between Harding Mall Partners - 76, an Illinois limited partnership ("Mall Partners"), successor to Harding Mall as owner of Harding Mall Shopping Center, and Castner-Knott;

(c) Letter dated November 7, 1977 from Castner-Knott to Mall Partners clarifying certain provisions of the Seventh Amendment referenced in (2) immediately above;

(d) Letter dated December 31, 1980 from Mall Partners to Castner-Knott confirming that Mall Partners has sold its interest in the Harding Mall Shopping Center to Park Grove Communities, Inc., a Florida corporation ("Park Grove");

(e) Eighth Amendment to Lease dated February 10, 1983 by and between Harding Mall Associates, Ltd., a Tennessee limited partnership ("Mall Associates") as successor to Park Grove as owner of Harding Mall Shopping Center, and Castner-Knott;

(f) Agreement to Amend dated October 25, 1988, by and between Harding Mall Venture, L.P., a Virginia limited partnership (successor to Mall Associates) and Castner-Knott;

(g) Amendment to Lease dated March 13, 1989 (the "Ninth Amendment") by and between Harding Mall Venture, L.P. and Castner-Knott; and the most recent amendment as follows:

(h) Amendment to Lease dated August 25, 1993, (the "Tenth Amendment") by and between Gainsborough Corporation and Castner-Knott of record in Book 9140, page 523, RODC.

10. Terms and Provisions of lease between Harding Mall Associates, Ltd., and Marshalls of Nashville, TN, Inc., a Notice of Lease, being of record in Book 6346, page 429, Register's Office for said County, as amended by Notice of Restatement of Lease between Harding Mall Venture, L. P. and Marshalls of Nashville, Tennessee, Inc., of record in Book 7716, page 187, said Register's Office.

11. Terms and provisions of a lease between Harding Mall Associates and First American National Bank, Dated March 18, 1963, of record in Book 3549, page 366, Register's Office for Davidson County, Tennessee.

12. Terms and provisions of a lease between Harding Mall Associates and Walgreen Co., dated March 1, 1963, of record in Book 3557, page 381, as amended June 30, 1966, of record in Book 4057, page 147, as amended January 20, 1969, of record in Book 4327, page 98, and as amended June 10, 1983, of record in Book 6168, page 715, Register's Office for Davidson County, Tennessee, and as ratified by Ratification Agreement with respect to Walgreen Co. Lease of record in Book 7797, page 400, RODC.

13. Terms and provisions of a lease between Harding Mall Associates and Firestone Tire & Rubber Company, dated May 17, 1967, a memorandum of which is of record in Book 4146, page 161, Register's Office for Davidson County, Tennessee.

14. Subject to rights of tenants in possession, as tenants only, with respect to the following named tenants:

Castner-Knott
Harding Health Foods
E-Gad
Stitchin'Post
Carmike Cinemas
Shindigs and Celebrations
Picnic Pizza
Tobacco Road
Wok, Inc.
Cookie Store
Impulse
Global Gumball
First American/Drive Thru
Chi Chi's Mexican Restaurante
CPI Photo Finish

Marshall's
Bookworld/Hallmark
Faye Jewelers
Karmel Korn
Judy's
Musicland (Sam Goody)
Dress Barn/Dress Barn Woman
Rack Room Shoes
Jenny Craig Weight Loss Centre
Family Book Store
Baskin Robbins
Maritz Marketing, Inc.
Jewelry Accents
Auto Photo
Foot Locker
Firestone
Luby's Cafeteria
Walgreens
First American National Bank
Afterthoughts
Key Shop
Electronic Express
Visions
Robson Jewelers
Sears Portrait Studio
Frame Shop
Personal Expression Photography
Hollywood Nails
Blimpies
The Race Place
GQ Men's Wear

15. Agreement for Dedication of Easements for Sanitary Sewers and/or Storm Drainage of record in Book 8917, page 587, RODC.

16. All matters shown on the Final P.U.D. Boundary Plat of Harding Mall Village of record in Plat Book 7900, page 594, RODC; and all matters shown on the Final Plat of Harding Mall Village of record in Plat Book 7900, page 606, RODC.

17. Cross-Access Easement Agreement dated September 21, 1993, by and between Gainsborough Corporation and Harding Place Partnership of record in Book 9087, page 101, and as re-recorded in Book 9100, page 929, RODC.

18. Declaration of Covenants, Conditions and Restrictions (Castner-Knott) of record in Book 9189, page 351, RODC.

19. Declaration of Covenants, Conditions and Restrictions (Marshall's) of record in Book 9189, page 359, RODC.

20. Declaration of Covenants, Conditions and Restrictions (Walgreens) of record in Book 9189, page 368, RODC.

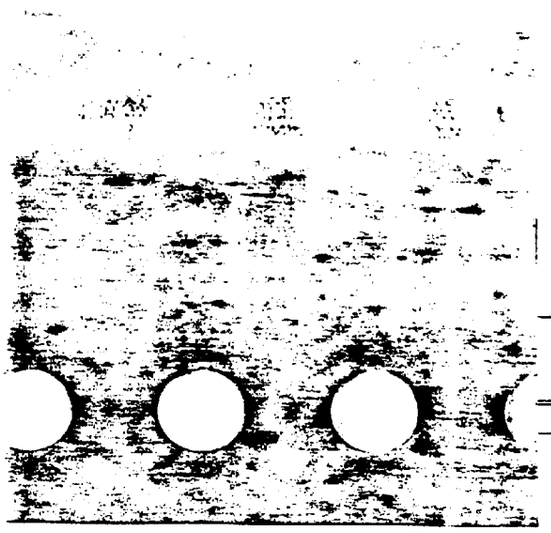
21. Restrictions contained in the Tenth Amendment to Lease by and between Gainsborough Corporation and The Castner-Knott Dry Goods Co. of record in Book 9140, page 523, RODC.

61716
IDENTIF. ↑ REFERENCE

94 JUN 16 PM 12:03
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

6814 06/16 0101 03CHECK 56388.60

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



RECEIVED OF _____

FOR _____

BOOK 9380 PAGE 274

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

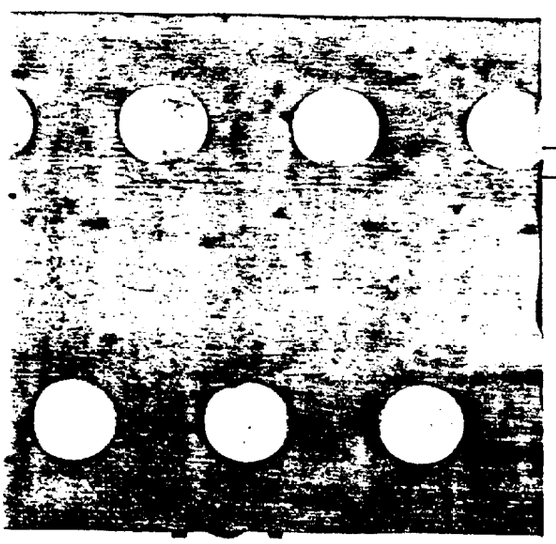
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

Consamt 15,228,000.00

CON TX	56343.60
PRFEE	1.00
MDEED	44.00
TOTAL	56388.60
CHECK	56388.60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/16/94 01 12:04 0001 6814



61716
IDENTIF. ↑ REFERENCE

94 JUN 16 PM 12:03
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 803553