Box 37
LL

BOOK 10626 PG 477

| Address New Owner: | Map-Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| South Plaza Shopping Center, LLC<br>Financial Square<br>32 Old Slip<br>New York, NY 10005 | 161-0-82 | Same |
| This instrument prepared by:Liddell, Sapp, Zivley, Hill & LaBoon, L.L.P., 2200 Ross Avenue, Suite 900, Dallas, Texas 75201 | | |

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, WHC-SIX REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership (the "Grantor") has bargained and sold, and by these presents transfers and conveys to SOUTH PLAZA SHOPPING CENTER LLC, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

(1) Real estate taxes for the current year which have been prorated between the parties.

This is improved property, known as South Plaza Shopping Center.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent set forth on Exhibit B attached hereto.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, and Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND WITH ALL FAULTS, AND DISCLAIMS ALL EXPRESS WARRANTIES, OTHER THAN THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES, WITH RESPECT TO THE PROPERTY, AND, AS TO FIXTURES THEREON OR IMPROVEMENTS THERETO CONVEYED HEREBY, IF ANY, DISCLAIMS ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

All ad valorem taxes and assessments for the Property for the year in which this deed is executed have been prorated by the parties hereto as of the effective date of this deed, and Grantee by its acceptance of this deed hereby expressly assumes liability for the payment of all ad valorem taxes and assessments for said year.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 24 day of September, 1997.

**"SELLER"**

WHC-SIX REAL ESTATE LIMITED PARTNERSHIP,
a Delaware limited Partnership

By: WHC-Six Gen Par, Inc.,
a Delaware corporation,
Its General Partner

By: J. Tabb Neblett
Name: J. TABB NEBLETT
Title: ASST. VICE PRESIDENT

STATE OF Texas

COUNTY OF Dallas

Personally appeared before me, Angela Renee Petty, Notary Public, J. Tabb Neblett, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained and further acknowledged that he/she is the Asst. Vice Pres. of WHC-Six Gen Par, Inc., a Delaware corporation, and that said corporation is a general partner of WHC-SIX Real Estate Limited Partnership, a Delaware limited partnership, and is authorized by said corporation to execute this instrument on behalf of WHC-SIX Real Estate Limited Partnership, as general partner.

WITNESS my hand, at office, this 24th day of September, 1997.

ANGELA RENEE PETTY
Notary Public
State of Texas
My Commission Expires
February 7, 2001

Angela Renee Petty
Notary Public
My Commission Expires: 2/7/2001

Exhibit A - the Property
Exhibit B - the Permitted Encumbrances

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever ~~is~~ greater, ~~is~~ $12,755,000.00

Affiant

Subscribed and sworn to before me this 29 day of September, 1997.

Loretta B. Lane
Notary Public
My Commission Expires: 11/23/98

LORETTA B. LANE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

D1995A:72042-3
41381.0030

**EXHIBIT "A"**
**LEGAL DESCRIPTION**

TRACT 1.

Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of South Plaza Shopping Center, of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee, and being more particularly described according to the survey prepared by H & H Land Surveying, Inc., Michael V. Holmes licensed surveyor, dated June 13, 1994, last revised July 3, 1997.

Beginning at a concrete highway monument in the easterly margin of Nolensville Road, North 05° 01' 00" west 348.18 feet to the True Point of Beginning.

1. Thence North 05° 01' 00" West 366.73 feet to a concrete monument,
2. Thence South 87° 49'45" East 15.15 feet to a concrete monument, thence leaving said margin of Nolensville Road, South 86 ° 24' 12" East 107.47 feet;
3. Thence North 04° 28' 17" East 354.99 feet to an iron pin,
4. Thence South 85° 30' 10" East 452.46 feet to an iron pin,
5. Thence South 86° 06' 20" East 593.71 feet to an iron pin,
6. Thence South 07° 02' 38" West 538.53 feet to an iron pin
7. Thence South 03° 55' 27" West 439.90 feeto to an iron pin in the north margin of Old Hickory Boulevard as widened,
8. Thence North 88° 47' 21" West 33.24 feet to an iron pin,
9. Thence South 85 ° 11' 39" West 50.71 feet to an iron pin,
10. Thence South 84° 45' 10" West 508.98 feet to an iron pin,
11. Thence South 83° 09' 21" West 342.32 feet to an iron pin, thence leaving Old Hickory Boulevard,
12. Thence North 52° 05' 00" West 18.99 feet to an iron pin,
13. Thence North 83° 23' 31" East 121.32 feet to an iron pin,
14. Thence North 06° 36' 29" West 153.38 feet to an iron pin,
15. Thence South 83° 23' 31" West 200.00 feet to an iron pin in the easterly margin of Nolensville Road
16. Thence North 05° 01' 00" West 274.18 feet to the point of beginning, containing 1,103,664.68 square feet or 25.3367 acres.

Being the same property conveyed to WHC-SIX Real Estate Limited Partnership, a Delaware limited partnership by Tennessee Special Warranty Deed from The Prudential Insurance Company of America, a New Jersey mutual insurance company, of record in Book 9428, page 675, Register's Office for Davidson County, Tennessee.

**EXHIBIT "B"**

Permitted Encumbrances

1. Storm Water Detention Agreement of record in Book 6408, page 878, said Register's Office, as shown on survey prepared by H & H Land Surveying, Inc., dated 6/13/94, updated 7/2/97 and as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.

2. Rights of tenants as tenants only under Lease to Wal-Mart Stores, Inc., of record in Book 6498, page 198, said Register's Office.

3. Easement for water mains and appurtenances, of record in Book 6740, page 973, said Register's Office, as shown on survey prepared by H & H Land Surveying, Inc., dated 6/13/94, updated 7/2/97 and as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.

4. Conveyance of water mains to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, of record in Book 7026, page 885, said Register's Office.

5. Conveyance of sewer mains to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, of record in Book 7026, page 926, said Register's Office, as shown on survey prepared by H & H Land Surveying, Inc., dated 6/13/94, updated 7/2/97 and as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.

6. Rights of tenants as tenants only under Memorandum and Confirmation of Lease to Pic 'N Pay Stores, Inc., of record in Book 7068, page 710, said Register's Office.

7. Reciprocal Access and Cross Parking Easement and Property Maintenance Agreement, of record in Book 6490, page 204, as re-recorded in Book 6538, page 731, said Register's Office.

8. Reciprocal Easement and Restrictive Covenant Agreement, of record in Book 6644, page 397, said Register's Office, as shown on survey prepared by H & H Land Surveying, Inc., dated 6/13/94, updated 7/2/97 and as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.

9. All matters as shown on the Plan of record in Book 7900, page 726, said Register's Office.

10. Rights of tenant and right of first refusal under Memorandum of Lease between 222 Partners, Ltd., as Landlord, and McDonald's Corporation, as Tenant, of record in Book 7521, page 915, said Register's Office, as supplemented by Supplement to Lease, of record in Book 7708, page 323, said Register's Office.

11. Items reflected on the survey prepared by H & H Land Surveying, Inc. dated June 13, 1994, revised July 2, 1997:

    1. Building encroachment 0.47 over setback line along the northerly portion of the property.
    2. Covered concrete ramp encroach into minimum building setback line along the northerly portion of the property.
    3. Building encroaches 0.61 over setback line along the northerly portion of the property.
    4. Minimum setback lines as shown; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.

5. Fire Hydrants and Fire Hydrant Easements as shown; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.
6. 10' Landscape Easement as shown; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.
7. 35' Public utilities & Drainage Easement as shown along northerly portion of property; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.
8. 30' NES Easement as shown; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davison County, Tennessee.
9. Sanitary Sewer lines as shown.

4191 09/30 0101 03CHECK 47214.50

0353701
IDENTIF. & REFERENCE

97 SEP 30 AM 10:51
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

D1995A 72042-3
41381:0030

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

RECEIVED OF _____

FOR _____

BOOK 10626 PG 482

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

Consi. amt 12,755,000.00

| | |
|---|---|
| CON TX | 47193.50 |
| PRFEE | 1.00 |
| WDEED | 20.00 |
| TOTAL | 47214.50 |
| CHECK | 47214.50 |

09/30/97 01 10:56 0001 4191

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

0353701
IDENTIFICATION REFERENCE

97 SEP 30 AM 10:51

FELIX Z. WILSON, II
REGISTER

No. 1203552