Bk 37 LL

Prepared by:

Clifford L. Friedman, Esq.
Smith, Stern & Friedman, P.C.
8144 Walnut Hill Lane
L.B. 103, Suite 1100
Dallas, Texas 75231-4337

10776-962

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Domain Detroit Associates, 14901 Quorum Drive Suite 500 Dallas, TX 75240	161-0-82	Same

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, SOUTH PLAZA SHOPPING CENTER LLC, a Delaware limited liability company (the "Grantor") has bargained and sold, and by these presents transfers and conveys to DOMAIN DETROIT ASSOCIATES, LTD., a Texas limited partnership doing business in Tennessee as Domain Detroit Associates, L.P. (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 Grantee is lawfully seized in free of the Property, has good right to convey the Property and 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 27th day of January, 1998.

SELLER:

SOUTH PLAZA SHOPPING CENTER LLC, a Delaware limited liability company

BY: CLEARVIEW-NASHVILLE, LLC, a Tennessee limited liability company, its sole member

BY: REDBUD CAPITAL, INC., a Texas corporation, its chief member

By: _____
Name: Ronald W Beck
Title: V.P.

BOOK 10776 PG 964

STATE OF Texas §
§
COUNTY OF Tarrant §

Before me, Sherri Woods, a Notary Public in and for the County and State aforesaid, personally appeared Ronald W. Black 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 REDBUD CAPITAL, INC., a Texas corporation, the chief manager of CLEARVIEW-NASHVILLE, LLC, a Tennessee limited liability company, the sole member of SOUTH PLAZA SHOPPING CENTER, LLC, a Delaware limited liability company, the within named bargainor, a limited liability company, and that he as such 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 as Vice President.

Witness my hand and seal at office in Arlington, Texas, this 27th day of January, 1998.

[S E A L]

SHERRI WOODS
Notary Public, State of Texas
My Commission Expires Feb. 20, 1998

Sherri Woods
Notary Public

My Commission Expires: 2/20/98

Exhibit "A" - the Property
Exhibit "B" - the Permitted Encumbrances

After recording please return to:

AFTER RECORDING, RETURN TO:
COMMONWEALTH LAND TITLE INSURANCE CO.
5949 SHERRY LANE, SUITE 111
DALLAS, TX 75225

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, ~~whichever~~ is greater, for this transfer is $15,900,000.00

Affiant

Subscribed and sworn to before me this 2 day of February, 1998.

Notary Public
My Commission Expires: 5/23/98

FL\C:\WPDocs\[illegible]Domain\SW'Deed.2

BOOK 10626 PG 479

BOOK 10776 PG 965

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. , as further conveyed to South Plaza Shopping Center, LLC by deed of record in Book 10626, page 477, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS DOCUMENT
WHEN RECEIVED

97 0902/02 0101 01CHECK 58855.00

0395834
IDENTIF. & REFERENCE

98 FEB -2 AM 11:23

DAVIDSON COUNTY, TN.

EXHIBIT "B"

BOOK 10776 PG 966

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 * 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 * 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 * 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 * 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~~ December 5, 1997:

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

* December 5, 1997

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

e. 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.

f. 10' Landscape Easement as shown; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davidson County, Tennessee.

g. 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.

h. 30' NES Easement as shown; also as shown on Plat of record in Book 7900, page 726, Register's Office for Davison County, Tennessee.

i. Sanitary Sewer lines as shown.

j. 40' Drainage Easement located in the southeast corner of the subject property; also as shown on Plat of Record in Book 7900, Page 726, Register's Office for Davidson County, Tennessee.

k. 10' Water Line Easement as shown on the survey and also as shown on Plat of record in Book 7900, Page 726, Register's Office for Davidson County, Tennessee.

l. 10' NES Easement along the southern boundary of the subject property and as shown on the Plat of record in Book 7900, Page 726, Register's Office for Davidson County, Tennessee.

m. 20' Drainage Easement along the southern boundary of the subject property and as shown on the Plat of record in Book 7900, Page 726, Register's Office for Davidson County, Texas.

12. Deed of Trust and Security Agreement from South Plaza Shopping Center, LLC to Justin T. Milam, Esquire, Trustee, for the benefit of Daiwa Real Estate Finance Corp. in the amount of $12,500,000.00 of record in Book 10742, Page 645, Register's Office for Davidson County, Tennessee.

13. Assignment of Leases and Rents of record in Book 10742, Page 720, Register's Office for Davidson County, Tennessee.

14. UCC-1 Financing Statement of record under Instrument No. 97-102809, Secretary of State of Tennessee.

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

RECEIVED OF _____

FOR _____

BOOK 10776 PG 968

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

CAMT 15,900,000.00

039534
IDENTIF. & REFERENCE

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98 FEB -2 AM 11:23
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

CAMT	58830.00
ERR	CO
CAMT	58830.00-
MOR TX	58830.00
ERR	CO
MOR TX	58830.00-
CON TX	58830.00
PRFEE	1.00
WDEED	24.00
TOTAL	58855.00
CHECK	58855.00

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No. 1248766