35

This instrument prepared by
And after recording ~~return to:~~

Teresa J. Farrell
Gibson, Dunn & Crutcher L.L.P.
Jamboree Center
4 Park Plaza
Irvine, CA 92614-8557

BOOK 10823 PG 47

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Price Tennessee Properties, L.P.	Price Tennessee Properties, L.P.	26-15-1
145 South Fairfax Ave., 4th Floor	145 South Fairfax Ave., 4th Floor	
Los Angeles, CA 90036	Los Angeles, CA 90036	

FOR AND IN CONSIDERATION OF THE SUM OF Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, First Capital Institutional Real Estate, Ltd.-2, a Florida limited partnership, 2 N. Riverside Plaza, Chicago, Illinois 60606, has this day bargained and sold, and does hereby transfer and convey unto Price Tennessee Properties, L.P., a Tennessee limited partnership, 145 South Fairfax Avenue, 4th Floor, Los Angeles, California 90036, the Grantee herein, its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

(See Exhibit A attached hereto and incorporated herein by reference)

subject to the Permitted Exceptions as listed on Exhibit B attached hereto and incorporated herein by reference.

STATE OF ILLINOIS
COUNTY OF COOK

The actual consideration or value wherever is greater, for this transfer is $8,128,000.

Subscribed and sworn to before me this 3rd ~~day of~~ March, 1998

(SEAL)

OFFICIAL SEAL
SUSAN L WIEMER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/02/00

Susan L Wiemer
Notary Public

FIRST CAPITAL INSTITUTIONAL REAL ESTATE, LTD.-2, a Florida limited partnership

By: First Capital Financial Corporation, a Florida corporation, its sole general partner

By: _____
Name: Norman M. Field
Its: Vice President

This is improved property, known as Marketplace at Rivergate Shopping Center, 2125 Gallatin Pike, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interests thereto belonging, to the Grantee, its successors and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under the grantor, and none other.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness my hand this 3rd day of March, 1998, the corporate party having caused its name to be signed hereto by its duly authorized officer on said day and date.

FIRST CAPITAL INSTITUTIONAL REAL ESTATE, LTD.-2, a Florida limited partnership

By: First Capital Financial Corporation, a Florida corporation, its sole general partner

By: _____
Name: Norman M. Field
Its: Vice President

0407934
IDENTIF. ← REFERENCE

98 MAR -4 PM 2:46
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

\\LEGLAN2\DOCS\WPDOCS\GENERAL\SGD\WORD\SGD98\RIVERGAT\DEED2.DOC

STATE OF ILLINOIS

BOOK 10823 PG 48

COUNTY OF COOK

Before me, Susan L. Wiemer, a Notary Public of the State and County aforesaid, personally appeared Norman A. Gelt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be My Vice President of First Capital Financial Corporation, a Florida corporation, as general partner of FIRST CAPITAL INSTITUTIONAL REAL ESTATE, LTD. 2, A Florida limited partnership, the within named bargainor, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President, with such corporation signing as general partner of such within named bargainor.

Witness my hand and official seal, at office in Chicago, Cook County, Illinois this 31 day of March, 1998.

Susan L. Wiemer
Notary Public

My Commission Expires: 5/2/2000

OFFICIAL SEAL
SUSAN L WIEMER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/02/00

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the Tenth Civil District of Davidson County, Tennessee, being Lots 2 and 2A on the Plan of Property of Lot 2 of Revised Rivergate Marketplace, as of record in Plat book 6250, page 514, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin in the southeasterly right-of-way line of Gallatin Road (U.S. 31-E) (being a 148.70' right-of-way), said point being a distance of 411.80 feet northeasterly of the northeast right-of-way line of Twin Hill Drive (formerly Liberty Lane) extended (being a 50' right-of-way); thence, along said southeasterly right-of-way line of Gallatin Road North 47° 45' 30" East, a distance of 728.35 feet to an iron pin at the northwesterly corner of the W. D. Tidwell et ux property, as of record in Deed Book 3308, page 336, Register's Office of Davidson County, Tennessee; thence, along the westerly line of said Tidwell property South 39° 46' 51" East, a distance of 620.54 feet to an iron pin; thence, South 47° 45' 30" West, a distance of 701.71 feet to a point set in bluff; thence, North 42° 14' 30" West, a distance of 619.97 feet to the POINT OF BEGINNING, containing an area of 10.177 acres, more or less.

Being the same property conveyed to First Capital Institutional Real Estate, Ltd.-2, a Florida limited partnership, by General Warranty Deed from Nashville Marketplace Co., a Tennessee general partnership, of record in Book 6870, page 874, Register's Office for Davidson County, Tennessee; also by Quitclaim Deed from Nashville Marketplace Co., a Tennessee general partnership, of record in Book 6870, page 884; also by General Warranty Deed from D & D Associates, a Tennessee general partnership, of record in Book 6870 page 896, in said Register's Office; also by Quitclaim Deed from D & D Associates, a Tennessee general partnership, of record in Book 6870, page 903, Register's Office for Davidson County, Tennessee.

Easement Parcel:

Together with any right, title and interest of Grantor in and to certain non-exclusive easements set forth in that certain Reciprocal Easement and Development Agreement, recorded July 24, 1984, in Book 6344, page 518, Register's Office for Davidson County, Tennessee, and re-recorded July 23, 1984, in Book 6870, page 841 of said Register's Office, as amended by Revised Reciprocal Easement and Development Agreement, recorded November 20, 1985 in Book 6713, page 520, of said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Acts of Grantee, and those claiming by, through and under Grantee.

2. General and special taxes and assessments not yet delinquent.

3. Rights of tenants under the Leases, and those claiming by through and under said tenants.

4. Zoning, building and other governmental and quasi-governmental laws, codes and regulations.

5. Any adverse claim to any portion of the property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

6. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the property.

7. Subject to easements, setback lines, utilities, restrictions and all matters shown on the Plan of record in Book 6250, page 514, Register's Office for Davidson County, Tennessee.

8. Easement Agreement of record in Book 6870, page 812, Register's Office for Davidson County, Tennessee.

9. Reciprocal Easement and Development Agreement of record in Book 6344, page 518, re-recorded in Book 6870, page 841, and revised by Revised Reciprocal Easement and Development Agreement of record in Book 6713, page 520, in said Register's Office.

10. Memorandum of Lease by and between First Capital Institutional Real Estate, Ltd.-2, a Florida limited partnership (Landlord) and Ronny Castleman and Randy Castleman, d/b/a/ Castleman Jewelers (Lessees), of record in Book 7495, page 223, in said Register's Office.

11. Memorandum of Lease by and between First Capital Institutional Real Estate, Ltd.-2, a Florida limited partnership (Landlord) and Nashville Marketplace Co., a Tennessee general partnership (Tenant), of record in Book 6870, page 914, in said Register's Office.

12. Memorandum of Lease by and between First Capital Institutional Real Estate, Ltd.-2, a Florida limited partnership (Landlord) and Buffets, Inc., a Minnesota corporation (Tenant), of record in Book 8810, page 675, in said Register's Office.

13. Memorandum of Lease by and between Nashville Market Place Company, a Tennessee General Partnership (Lessor) and Marshalls of Gallatin Pike, TN, Inc., a Tennessee corporation (Lessee), of record in Book 6350, page 536, in said Register's Office.

14. Memorandum of Lease by and between First Capital Institutional Real Estate, Ltd.-2, a Florida limited partnership (Landlord) and Officemax, Inc., an Ohio corporation (Tenant), of record in Book 8881, page 54, in said Register's Office.

15. Sanitary sewer and storm drainage easement recorded in Book 6360, Page 182, said Register's Office (affects Easement Parcel only).

1064 03/04 0101 02CHECK 30090.00

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10823 PG 51

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
$126000.00
CON TX 270.60
PRFEE 1.00
MDEED 16.00
TOTAL 303.60
CHECK 303.60

03/04/98 01 14:43 0001 1064

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0407934
IDENTIF. ↑ REFERENCE

98 MAR -4 PM 2:46

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

No. 1261496