49

BOOK 11005 PAGE 392

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills to:
The Courtyard at Hickory Hollow c/o CBL & Assocs. Prop. 6148 Lee Highway Suite 300 Chattanooga, TN 37421	103-15-43 163-257 162-244 163-351 163-228 163-353 163-256	SAME
This instrument prepared by:	Kerry A. Kennedy Cravath, Swaine & Moore 825 Eighth Avenue New York, NY 10019	

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten dollars and 00/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, NASHLAND ASSOCIATES (the "Grantor") has bargained and sold, and by these presents transfers and conveys to THE COURTYARD AT HICKORY HOLLOW LIMITED PARTNERSHIP (the "Grantee") , Grantee's (heirs) (successors) and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Schedule 1, 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 matters identified in Exhibit A annexed hereto and made part hereof.

This is improved property, known as The Courtyard at Hickory Hollow as described in Schedule 1 attached hereto.

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

Grantor covenants with and warrants to the Grantee that Grantor is lawfully seized and possessed of the Property, and that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

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

No warranty is made as to the amount of acreage in the Property.

This Deed is delivered pursuant to the Contribution and Exchange Agreement dated June 23, 1998 between Nashland Associates as Transferor, and CBL & Associates Limited

39647 CTK

Partnership, as Transferee (the "Agreement"). Any liability of Nashland Associates hereunder is limited by the provisions of Sections 14.03, 14.04, 14.05 and 14.06 of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 1st day of July, 1998.

NASHLAND ASSOCIATES,

by O'CONNOR REALTY INVESTORS II L.P., Managing General Partner

by J.W. O'CONNOR & CO. INCORPORATED, General Partner

by _____
Thomas E. Quinn
Executive Vice President

State of New York)
) ss.:
County of New York)

On the 29th day of ~~July~~ June in the year 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS E. QUINN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Executive Vice President of J.W. O'Connor & Co. Incorporated, the managing partner of O'Connor Realty Investors II L.P., the managing partner of Nashland Associates, and that by his signature on the instrument, the individual executed the instrument upon the behalf of Nashland Associates, being authorized so to do.

_____
Notary Public

[Notarial Seal]

STEPHEN C. DERENCHUK
Notary Public, State of New York
No. 01DE5045260
Qualified in New York County
Commission Expires June12, 1999

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 5,888,406.00 .

Affiant

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

Notary Public
My Commission Expires: My Commission Expires January 26, 2002

NOTARY PUBLIC AT LARGE TENN.

SCHEDULE 1

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Parcel 224

Being a parcel of land in Nashville, First Civil District, Twenty-Ninth Councilmanic District, Davidson County, Tennessee located in the northwesterly quadrant of the intersection of Bell Road (a 150-foot wide right-of-way) and Mt. View Road (a 60-foot wide right-of-way), being Tract H as shown on the plan of Section Nine, Hickory Hollow Mall as of record in Book 5210, Page 123, R.O.D.C., being property conveyed to Nashland Associates by deed of record in Book 6321, Page 223, R.O.D.C., and being more particularly described as follows:

BEGINNING at an iron pin in the northerly right-of-way line of Bell Road (a 150-foot wide right-of-way) said iron pin being S 68° 50' 55" W, 135.30 feet from the westerly right-of-way line of Mt. View Road, as extended (a 60-foot wide right-of-way);

THENCE, with said northerly right-of-way line S 68° 50' 55" W, 439.83 feet to a point;

THENCE, leaving said right-of-way line with the northeasterly line of Lot No. 3 as shown on the plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall as of record in Book 7900, Page 280, R.O.D.C., as conveyed to Mercantile Properties Inc. by deed of record in Book 8377, Page 463, R.O.D.C., N 65° 41' 35" W, 35.37 feet to a point;

THENCE, continuing with said line with a curve to the left 231.20 feet to a point said curve having a central angle of 42° 43' 55", a radius of 310.00 feet, a tangent of 121.28 feet and a chord of N 42° 03' 02" W, 225.88 feet;

THENCE, continuing with said line N 63° 25' 00" W, 85.00 feet to a point;

THENCE, continuing with said line N 18° 25' 00" W, 35.36 feet to a point;

THENCE, with the easterly line of said Lot 3 with a curve to the left 175.00 feet to a point, said curve having a central

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

angle of 40° 06' 25", a radius of 250.00 feet, a tangent of 91.26 feet and a chord of N 06° 29' 56" E, 171.45 feet;

THENCE, with the easterly line of Lot No. 1 as conveyed to Nashland Associates by deed of record in Book 8377, Page 427, R.O.D.C., as shown on said plan, N 47° 14' 00" E, 303.92 feet to a point in the westerly right-of-way line of Mt. View Road (a 60-foot wide right-of-way);

Surveyor's Description
Page 2
Parcel 224

THENCE, with said right-of-way line S 53° 08' 57" E, 570.11 feet to a point;

THENCE, continuing with said right-of-way line with a curve to the right 159.69 feet to an iron pin, being the point of beginning, said curve having a central angle of 121° 59' 52", a radius of 75.00 feet, a tangent of 135.30 feet and a chord of S 07° 50' 59" W, 131.19 feet;

Containing 262,953 square feet or 6.04 acres, more or less.

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

Parcel 224 is together with all rights, easements, building lines, mall areas, common areas, and other rights, interests and matters described in the following:

1. Deed of Declaration recorded in Book 5091, Page 533; as amended in Book 5249, Page 450, Book 5318, Page 762, and Book 8416, Page 704, all in the Register's Office, Davidson County, Tennessee, the building lines, building set back lines, and easements created thereby being located as shown on survey by Barge, Waggoner, Sumner & Cannon, dated March 17, 1994, last revised June 19, 1998.

2. Declaration of Protective Covenants for Hickory Hollow recorded in Book 5125, Page 769, as amended in Book 5189, page 947, Book 5337, Page 933, Book 5441, Page 968, Book 5792, Page 491, Book 5951, Page 26, Book 6095, Page 948, and Book 6321, Page 311, all in said Register's Office. The easements, building lines and building setback lines created thereby being located as shown on said survey.

3. Covenants, conditions, restrictions, easements, building lines and building set back lines created by plat recorded in Book 5210 Page 123, said Register's Office, the building lines, building set back lines, and easements created thereby being located as shown on survey.

4. That certain Agreement dated June 21, 1984 between Hickory Hollow Associates, Seller, and Nashland Associates, Purchaser, recorded in Book 6321, Page 311, Register's Office for Davidson County, Tennessee.

EXHIBIT A

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All matters affecting title which are permitted pursuant to Section 10.02 (d) of the Agreement.

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IDENTIFICATION REFERENCE

98 JUL -2 PM 4:35

REGISTER
DAVIDSON COUNTY, TN.

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

RECEIVED OF _____

FOR _____

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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	
			5886406.00	
			CON TX	21787.10
			PRFEE	1.00
			WDEED	20.00
			CFEE	2.00
			TOTAL	21810.10
			CHECK	21810.10
07/02/98	01	16:35	0001	9366

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0458554
DEED TIE A REFERENCE
98 JUL -2 PM 4:35
REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 13115133