049131
IDENTIF. ↑ REFERENCE

98 OCT -6 PM 4:14
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

This instrument prepared by:
Roger A. Vree, Esq.
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Property Owner:
Saks Stores Partnership, L.P.
725 Lakeshore Parkway
Birmingham, Alabama 35211

Property Address:
917 Bell Road
Antioch, TN 37013

Mail Tax Bills To:
Saks Stores Partnership, L.P.
725 Lakeshore Parkway
Birmingham, Alabama 35211

Tax Parcel No.:
~~Field Bk. No. 2D-17330~~
~~Map & Parcel No. 163-57~~
~~Field Bk.No. 2DD-17370~~
~~Map & Parcel No. 163-94~~
~~and a portion of Lot 3,~~
~~Book 7900, Page 270~~
163-223

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, MERCANTILE PROPERTIES, INC., a Delaware corporation, and THE CASTNER-KNOTT DRY GOODS COMPANY, a Tennessee corporation (collectively "Grantor"), by and through its duly authorized officers, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by SAKS STORES PARTNERSHIP, L.P., a Tennessee limited partnership ("Grantee"), whose address is 725 Lakeshore Parkway, Birmingham, Alabama 35211, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby BARGAIN, SELL, REMISE, RELEASE, AND QUIT CLAIM, without warranty, unto Grantee all of Grantor's right, title, interest, claim, and demand in and to, and by these presents does BARGAIN, SELL, REMISE, RELEASE, AND QUIT CLAIM, without warranty that certain tract of real property situated in Davidson County, State of Tennessee, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular Grantor's right, title, interest, claim, and demand in and to the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including (1) any and all improvements and fixtures currently attached to and located thereon; (2) strips and gores, if any, between the property and any abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether located inside or outside the property; and (3) any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, or across, abutting or adjacent to the property (the "Property"), whose Parcel Identification Number is : ~~Field Bk. No. 2D-17330, Map & Parcel No. 163-57 & Field Bk.No. 2DD-17370, Map & Parcel No. 163-94 & a portion of Lot 3, Map recorded in Book 7900, Page 270~~. 163-223.

TO HAVE AND TO HOLD the above released rights, titles, interests, claims, and demands to said Property, to Grantee and Grantee's successors, legal representatives, and assigns forever. Neither Grantor nor Grantor's successors, or assigns shall have, claim, or demand any right or title to the Property or any part of it.

Grantor hereby disclaims any warranty, covenant, or guaranty, oral or written, express or implied or by operation of law, and Grantor shall have no liability to Grantee, and Grantee releases Grantor from any liability (including, but not limited to, actions for contribution or indemnity), for, concerning, or regarding (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The Property is released and quitclaimed on an "**AS IS**" basis, and by its acceptance of this Quitclaim Deed and in consideration of the release and quitclaim by Grantor herein, Grantee acknowledges that **GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

Grantor received title to the Property by Warranty Deed, recorded in Book 8377, Page 463, and by Warranty Deed recorded in Book 5098, Page 12, Deed Records of Davidson County, Tennessee.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED to be effective the 2nd day of October, 1998.

GRANTOR:

MERCANTILE PROPERTIES, INC.,
a Delaware corporation

By: _____
James W. Cherry, Jr.
Vice President

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James W. Cherry, Jr., 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 Mercantile Properties, Inc., a Delaware corporation, and that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office this 2 day of October, 1998.

Karen Gore

Notary Public in and for the State of Texas



GRANTOR:

THE CASTNER-KNOTT DRY GOODS COMPANY,
a Tennessee corporation

By: _____
James W. Cherry, Jr.
Vice President

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James W. Cherry, Jr., 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 The Castner-Knott Dry Goods Company, a Tennessee corporation, and that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

WITNESS my hand, at office this 2 day of October, 1998.

_____
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Karen Gore
Notary Public, State of Texas
My Comm. Expires 12/17/98

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GRANTEE'S AFFIDAVIT BOOK 11146 PAGE 413

STATE OF TEXAS

COUNTY OF DALLAS

I, or we hereby swear or affirm that, to the best of affiant's knowledge, information and belief,

The actual consideration for the transfer of the Property is $9,600,000.

SAKS STORES PARTNERSHIP, L.P.,
a Tennessee limited partnership

By: _____

Title: Executive V.P.

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Brian J. Martin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged before me himself to be the Executive V.P. of Saks Stores Partnership, L.P., a Tennessee limited partnership, and that he executed the foregoing affidavit for the purposes therein contained by signing the name of the corporation by himself as Executive V.P.

SWORN TO AND SUBSCRIBED BEFORE ME this 2 day of October, 1998.

Karen Gore
Notary Public, State of Texas
My Comm. Expires 12/17/98

_____
Notary Public in and for the State of Texas

0622 10/06 0101 03CHECK 35547.00

001094.00223:0381221.01

Exhibit A
Real Property

Hickory Hollow Mall

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall, of record in Book 7900, page 280, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to Mercantile Properties, Inc., a Delaware corporation, by deed from Hickory Hollow Mall, Inc., a Georgia corporation, as to an undivided fifty percent (50%) interest, and Intereal Company, a Tennessee corporation, as to an undivided fifty percent (50%) interest of record in Book 5098, page 12, Register's Office of Davidson County, Tennessee, and also being the same property conveyed to Mercantile Properties, Inc. by Warranty Deed from Nashland Associates of record in Book 8377, page 463, in said Register's Office.

Together with appurtenant easement created by the following instruments:

Operating Agreement of record in Book 5098, page 17, said Register's Office.

First Amendment to Operating Agreement, of record in Book 5318, page 780, in said Register's Office.

Second Amendment to Operating Agreement, of record in Book 8416, page 738, said Register's Office.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11146 PAGE 415

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
9600000.00
CON TX 35520.00
PRFEE 1.00
MISC 24.00
CFEE 2.00
TOTAL 35547.00
CHECK 35547.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 10/06/98 01 16:18 5001 0622

049713
IDENTIF. ↑ REFERENCE

98 OCT -6 PM 4:14

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1355881