Prepared by:
JENKENS & GILCHRIST
2200 First National Bank Bldg.
Dallas, Texas 75202

KNOLLWOOD I

BOOK 5204 PAGE 680

ADDRESS NEW OWNER AS FOLLOWS:
Knollwood Associates, Ltd.
c/o Stanley R. Fimberg
Suite 710
9777 Wilshire Boulevard
Beverly Hills, CA. 90212

SEND TAX BILL TO:
Knollwood Associates, Ltd.
c/o Stanley R. Fimberg
Suite 710
9777 Wilshire Boulevard
Beverly Hills, CA. 90212

MAP-PARCEL NOS.
MAP 14
PAR 3

WARRANTY DEED

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

THIS INDENTURE made as of the 1st day of July, 1977, on this 29 day of September, 1977, by and between R. WILLIAMS CORPORATION OF TEXAS (trade name for R. WILLIAMS CORPORATION, a Texas corporation having its principal place of business in Dallas County, Texas) ("Grantor"), and KNOLLWOOD ASSOCIATES, LTD., a Tennessee limited partnership having its principal place of business in Davidson County, Tennessee ("Grantee");

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby SELLS and CONVEYS unto Grantee, its successors and assigns forever, all of that certain tract of land situated and being in the County of Davidson, State of Tennessee, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and with all improvements located thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (said land, appurtenances and improvements being hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever; and Grantor, for itself, its successors and assigns, does covenant and agree to and with Grantee, its successors and assigns, that Grantor is lawfully seized in fee of the aforesaid premises; that the same are free of all encumbrances except those set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, to which this conveyance is made subject and subordinate; that Grantor has good right to sell and convey the same to Grantee as aforesaid, and that the before granted Property it will WARRANT and DEFEND against all lawful claims of all persons whomsoever, claiming by, through or under Grantor, or its immediate predecessor in title, Knollwood Apartments One-Nashville ("Knollwood"), a joint venture, but not otherwise; provided however, Grantor's liability to Grantee for any such claim shall be no greater than Grantor's recovery from Knollwood for the claim.

IN WITNESS WHEREOF, Grantor and Grantee have hereto set their hands and affixed their seals the day and year first above written.

GRANTOR:

R. WILLIAMS CORPORATION OF TEXAS

By Tom Teague
Tom Teague, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $2,444,095.00

Subscribed and sworn to before me, this the 29th day of September, 1977

My commission expires: 6-30-78
(Affix Seal)

Affiant

Notary Public

E 2917.4.

BOOK 5204 PAGE 681

IDENTIF. REFERENCE

OCT 3 2 09 PM '77

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

GRANTEE:

KNOLLWOOD ASSOCIATES, LTD.

By _____
Stanley R. Fimberg,
General Partner

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, LAWRENCE J. BRANNIAN, a Notary Public of the State and County aforesaid, personally appeared TOM TEAGUE, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of R. WILLIAMS CORPORATION OF TEXAS (trade name of R. Williams Corporation, a Texas corporation), the within named Grantor, a corporation, and that he as such 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 President.

WITNESS MY HAND AND SEAL, at office in Dallas County, Texas, this 29th day of September, 1977.

_____
NOTARY PUBLIC

Commission Expires:
6-30-78

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, LAWRENCE J. BRANNIAN, a Notary Public of the State and County aforesaid, personally appeared STANLEY R. FIMBERG, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the General Partner of KNOLLWOOD ASSOCIATES, LTD., the within named Grantee, a Tennessee Limited Partnership and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Partnership by himself as General Partner.

WITNESS MY HAND AND SEAL, at office in Dallas County, Texas, this 29th day of September, 1977.

_____
NOTARY PUBLIC

Commission Expires:
6-30-78

EXHIBIT A

PROPERTY DESCRIPTION

KNOLLWOOD APARTMENTS - PHASE I

A parcel of land in the 9th Civil District of Nashville, Davidson County, Tennessee, of record in Book 4670, Page 269, bounded on the east by a 50 foot wide right-of-way for Bellevue Road and located south of U. S. Highway 70, more particularly described as follows:

Beginning at a point on the westerly margin of Bellevue Road, S 4° 38' 03" W, 702.61 feet from the southerly margin of U. S. Highway 70;

Thence, continuing with Bellevue Road, S 04° 38' 03" W, 393.03 feet to a point;

Thence, N 85° 37' 44" W, 1,347.42 feet to a concrete monument;

Thence, N 02° 30' 13" E, 32.60 feet to a point;

Thence, N 03° 30' 13" E, 112.08 feet to a point;

Thence, S 85° 37' 44" E, 280.55 feet to a point;

Thence, N 23° 37' E, 464.00 feet to a point;

Thence, S 72° 14' E, 317.40 feet to a point;

Thence, N 62° 37' E, 276.00 to a point;

Thence, S 50° 38' E, 456.76 feet to the point of beginning.

Containing 13.71 acres, more of less.

OCT-3[illegible] CONV * .00 2.444.04 5.00

OCT-3[illegible] S'TAX B* 6,354.66

OCT-3[illegible] PR'FEE B* .50

OCT-3[illegible] W'DEED B* 8.00 * 6,363.16

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for 1977, a lien, but not yet due and payable. (Field Book No. 9D-23005 - Map 142, Parcel 30)

2. Easement granted JHRD 449 Corp. to survey, operate, maintain and repair two 8-inch sanitary sewer lines by Redman Development Corporation, of record in Book 4670, page 266, and re-recorded in Book 4671, page 467, Register's Office for Davidson County, Tennessee.

3. Fifty-foot building setback line from Bellevue Road and conditions of owner's certificate, as shown on plan of record in Book 4175, page 141, Register's Office for Davidson County, Tennessee.

4. Reciprocal easement agreement between EES Naubco Associates and JHRD 449 Corp. and John Hancock Mutual Life Insurance Company, of record in Book 4774, page 334, Register's Office for Davidson County, Tennessee.

5. Fifty-foot minimum setback line from the southerly and westerly boundaries of premises as more particularly shown on the survey by Barge, Waggoner & Sumner, Inc., dated September 13, 1971, together with revisions, the last of which is dated January 5, 1973.

6. Deed of trust executed by JHRD 449 Corp., a Delaware corporation, to William E. Leary, Trustee, dated December 27, 1972, filed January 5, 1973, and recorded in Book 4670, page 273, as amended by instrument of record in Book 4774, page 363, Register's Office for Davidson County, Tennessee, to secure to John Hancock Mutual Life Insurance Company, the payment of a note for $2,244,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein.