[Address New Owner:	]Send Tax Bills to:	]Map-Parcel Numbers]
[Continental Castile Associates	]same	]120-5-201]
[c/o Castile Apartments	]	]120-1-139]
[1179 Murfreesboro Road	]	]]
[Nashville, Tennessee	]	]]
[	]	]]
[This instrument prepared by: Boult, Cummings, Conners & Berry,		]
[21st Floor, First American Center, Nashville, TN 37238 File		]

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) DOLLARS cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Interstate Properties, Ltd., a Tennessee Partnership composed of Jack H. Dalton and wife, Jeanette H. Dalton, (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto the said Continental Castile Associates, a Tennessee limited partnership, Continental Properties, a New York limited partnership, General Partner (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, 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 year 1980 which have been prorated between the parties.

[STATE OF TENNESSEE
[COUNTY OF DAVIDSON
[The actual consideration or value, whichever is greater, for this transfer is $3,600,000.00.

Affiant

[Subscribed and sworn to before me this 23rd day of January, 1981.

Notary Public
My commission Expires: AT LARGE

NOTARY PUBLIC STATE OF TENNESSEE

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2. Deed of Trust to George E. Mudter, Trustee, of record in Book 5230, page 649, Register's Office for said County, securing a note dated December 6, 1977, in favor of Aetna Life Insurance Company in the original principal sum of One Million Six Hundred Fifty Thousand ($1,650,000.00) Dollars, the payment of which is not assumed and shall remain the obligation of the Grantor.

3. Financing Statement filed under the Uniform Commercial Code in Book 5230, page 665, said Register's Office, securing the indebtedness to Aetna Life Insurance Company aforesaid.

4. Assignment of Rents and Leases of record in Book 5230, page 668, said Register's Office, also securing the indebtedness to Aetna Life Insurance Company aforesaid.

5. Deed of Trust to Lonnie E. Malone, Trustee, of record in Book 5341, page 690, securing an indebtedness to First American National Bank of Nashville in the original principal sum of Two Hundred Thirty-eight Thousand Seven Hundred Fifty-nine and 05/100 ($238,759.05) Dollars, the payment of which is not assumed and shall remain the obligation of the Grantor.

6. Assignment of Rents and Leases of record in Book 5384, page 22, said Register's Office, securing the indebtedness to First American National Bank of Nashville aforesaid.

7. Conditions of the owner's certificates, utility easements, and other matters appearing upon the recorded plans of record in Book 4175, page 16, and in Book 2500, page 25, said Register's Office.

8. Leases with tenants occupying apartments situated upon the Property, all right, title, and interest of the Grantor in and to all such leases being assigned herewith. Grantor represents that each such lease is in full force and effect and that no condition of default on the part of the Grantor exists.

This is improved property, known as 1199 Murfreesboro Road, Nashville, Tennessee 37217.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as set forth hereinabove.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantor's successors and assigns against the lawful claims of all persons whomsoever.

This deed is executed pursuant to a certain Contract for the Sale of Real Estate between the Grantor and Grantee's assignor, Continental Properties, dated November 21, 1980. Pursuant to the provisions of said contract, all adjustments between the parties have been made as of said date and this deed shall be effective from November 21, 1980.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 23rd day of January, 1981.

INTERSTATE PROPERTIES, LTD.,
A Partnership

By Jack H. Dalton
Jack H. Dalton, Partner

By Jeanette H. Dalton
Jeanette H. Dalton, Partner

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 23rd day of January, 1981, before me appeared Jack H. Dalton and Jeanette H. Dalton, to me personally known, who, being by me duly sworn, did say that they are partners of Interstate Properties, Ltd., a partnership, and that said instrument was signed and sealed in behalf of said partnership, by authority of the Partnership Agreement, and said Jack H. Dalton and Jeanette H. Dalton acknowledged said instrument to be their free act and deed and the free act and deed of said partnership.

WITNESS my hand and seal at office in Nashville, Tennessee, this 23rd day of January, 1981.

Notary Public

My commission expires:

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IDENTIF. REFERENCE

JAN 28 10 17 AM '81

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Glengarry Park Commercial Development, Section II, as of record in Book 4175, page 16, Register's Office for said County, and a part of Lot No. 337, Glengarry Park Section III, as of record in Book 2900, page 25, Register's Office for said County, described according to a survey by A & A Engineers, Inc., dated January 14, 1981, as follows:

BEGINNING at a monument in the northwest margin of Glengarry Drive, said monument being 576.05 feet south along the west side of Glengarry Drive from a concrete monument at the beginning of a curve to the northwest with a radius of 25 feet at the intersection of Glengarry Drive and Murfreesboro Road; thence North 59°05' West 119.9 feet to a monument; thence North 22°00' West 243.06 feet to a monument; thence North 63°23' West 138.08 feet to a monument; thence North 48°56' West 1259.5 feet to a monument; thence North 40°46' West 183.04 feet to an iron stake in concrete; thence North 54°01' East 168.28 feet to an iron stake; thence South 48°56' East 1397.4 feet to an iron stake; thence North 41°14' East 43.9 feet to an iron stake; thence South 48°46' East 140.1 feet to an iron stake; thence South 74°09' East 68.3 feet to a monument on the southwesterly margin of Glengarry Drive; thence with said margin and a curve southeasterly 138.8 feet to a monument in said margin; thence South 12°35' East 75.5 feet to a monument in said margin; thence with said margin and a curve to the South 211.75 feet to the point of beginning.

Being the same property conveyed to the Grantor by deed from W. Ashley Verlander, et al, of record in Book 5230, page 645, Register's Office for said County.

TOGETHER WITH all buildings and improvements situated thereon, all appurtenances, rights, privileges, servitudes, prescriptions and advantages thereto belonging, and together also with all apparatus, fixtures and articles of personal property owned by Grantor and now or hereafter attached to or used, or procured for use, in connection with the operation and maintenance of the same (excluding all office furniture in the personal office of Jack H. Dalton and all furniture used by the secretary of Jack H. Dalton), including but without limiting the generality of the foregoing, all heating and air conditioning equipment of every kind, all electrical equipment, plumbing, pipes, conduits, gas and electrical fixtures and appliances, carpets, drapes, shades, venetian blinds, laundry and dry cleaning equipment, hand tools, lawn mowers, furntiure and furnishings, and all other tangible personal property and equipment of every kind and description used or procured for use in the operation of the facilities situated upon said real estate (collectively the "Property").

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5704 PAGE 625

FOR _____

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
		3,600,000.00	CD	
			9360.00 CO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 9375.50-	
6956A01/28/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.27.060

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IDENTIF. REFERENCE

JAN 28 10 17 AM '81

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

No. 803959