PREPARED BY: BERNARD L. GREER, JR.
ATTORNEY AT LAW
SUITE 330
6201 POWERS FERRY ROAD
ATLANTA, GA 30339

Grantees' Address:
6201 Powers Ferry Road
Suite 500
Atlanta, Georgia 30339

Mail Tax Bills To:
Same

Map Parcel No.
120-5 -Par 199 ; L

BOOK 5829 PAGE 934

WARRANTY DEED

IN CONSIDERATION of One Dollar ($1.00) and other valuable considerations paid, the receipt of all of which is hereby acknowledged; FIRST EQUITIES CORPORATION, a Georgia Corporation, has this day bargained and sold and does hereby sell, transfer and convey unto GLENGARRY ASSOCIATES, LTD., a Georgia limited partnership, the real estate in the City of Nashville, Davidson County, Tennessee, more particularly bounded and described on Exhibit "A" attached hereto and made a part hereof.

THIS CONVEYANCE IS MADE SUBJECT TO the matters described on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the same unto the said GLENGARRY ASSOCIATES, LTD., a Georgia limited partnership, as aforesaid, its successors and assigns, forever in fee simple. FIRST EQUITIES CORPORATION, a Georgia Corporation, as aforesaid, covenants that it is lawfully seized and possessed of said real estate, in fee simple has full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and it will forever warrant and defend the same against all lawful claims.

IN TESTIMONY WHEREOF, FIRST EQUITIES CORPORATION, a Georgia Corporation, has caused this deed to be signed in its corporate name by Donald L. Nichols, Vice President, on this 25 day of November, 1981.

FIRST EQUITIES CORPORATION
A Georgia Corporation

By: Donald L. Nichols
Donald L. Nichols
Vice President

[seal]

Attest: Bernard L. Greer
Bernard L. Greer, Jr.
Assistant Secretary

SEAL

1811 0121 66 CHECK

2792

STATE OF Georgia
COUNTY OF Fulton

Before me, E. Lacy Jamison, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared DONALD L. NICHOLS and BERNARD L. GREER, JR., with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of First Equities Corporation, a Georgia Corporation, the within named bargainor, a corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County, on this 25 day of November, 1981.

E. Lacy Jamison
Notary Public

Notary Public, Georgia, State At Large
My Commission Expires Sept. 17, 1985

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I (or we), hereby offering this instrument for recording within the meaning of the Statutes of the State of Tennessee, under TCA Code Section 67-4102, Item (S), hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,500,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me this 9th day of ~~November~~ December, 1997

Notary Public

My Commission Expires: 1-15-98

EXHIBIT "A"

Land in the 2nd Civil District of Davidson County, Tennessee, described by survey of Turner Engineering Co., Inc., dated August 15, 1975, as follows:

BEGINNING at an iron pin in the southwesterly margin of Murfreesboro Road, which point is 370 feet, more or less, South 48 degrees 47 minutes East of a concrete monument set in the southwesterly margin of Murfreesboro Road at the easterly end of the curve in the intersection of Murfreesboro Road and Glengarry Drive; thence South 48 degrees 47 minutes East 191.10 feet to an iron pin in the margin of Murfreesboro Road; thence leaving said road, South 28 degrees 59 minutes East 363.5 feet to an iron pin; thence South 39 degrees 3 minutes West 356.5 feet to an iron pin; thence South 30 degrees 48 minutes West 197.7 feet to an iron pin in the northeasterly margin of Winthorne Drive; thence with said margin of Winthorne Drive, North 39 degrees 37 minutes West 244.20 feet to an iron pin; thence around a slight curve to the left having a radius of 651.4 feet, a distance of 105.30 feet to an iron pin; thence North 48 degrees 53 minutes West 308.2 feet to an iron pin at the beginning of a curve to the right having a radius of 25 feet; thence with said curve 38.72 feet to an iron pin in the easterly margin of Glengarry Drive; thence with said margin and a curve to the left having a radius of 427.2 feet, a distance of 282.71 feet to an iron pin in the margin of Glengarry Drive; thence South 80 degrees 26 minutes East 156.10 feet to an iron pin; thence North 49 degrees 13 minutes East 260.00 feet to the point of beginning, containing 8.79 acres, more or less.

BEING the same property conveyed to GLENGARY LTD. A CALIFORNIA LIMITED PARTNERSHIP by DEED from K & S INVESTMENT OF TENNESSEE, INC. of record in Book 5417 page 830 Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

RUSH

DEC 11 1 44 PM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

G 7 1 8 1 2

EXHIBIT "B"

SCHEDULE OF PERMITTED ENCUMBRANCES

1. Metro taxes for 1981,

   If improvements are completed after January 1 of any year, the Law requires supplemental assessment for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-607, et seq.

2. Deed of Trust executed by Glengarry Heights Enterprises, a partnership consisting of Carson C. Driver, Jr., and Kenneth F. Driver, in which their wives joined, to Herschel Greer, Trustee, of record in Book 4527, page 6, as corrected by instrument of correction of record in Book 4621, page 234, said Register's Office, dated August 6, 1971, to secure to New York Life Insurance Company, an indebtedness in the amount of $1,260,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee.
   (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby)

3. UCC-1 Financing Statements designating Glengarry Heights Enterprises, a general partnership consisting of Carson C. Driver, Jr., and Kenneth F. Driver, as the debtor, and New York Life Insurance Company, as the secured party, recorded in Book 4527, page 17, Register's Office for Davidson County, Tennessee, (continuation statements having been recorded in Book 5049, page 883, and in Book 5760, page 752, said Register's Office, and filed in the Office of the Secretary of State of Tennessee, under No. P 6689 (continuation statements having been filed under Nos. B 2949 and HH 4877).

4. UCC-1 Financing Statements designating Kenneth F. Driver and Carson C. Driver, Co-Partners, Glengarry Heights Enterprises, as the Debtors, and New York Life Insurance Company as the secured party, recorded in Book 4527, page 127, Register's Office for Davidson County, Tennessee (continuation statements having been recorded in Book 5049, page 882, and in Book 5760, page 753, said Register's Office), and filed in the Office of the Secretary of State of Tennessee under No. P 6690 (continuation statements having been filed under Nos. B4336 and HH4876).

5. Vendor's Lien retained in and secured by the Installment deed from Glengarry Heights Enterprises, to Robert L. Freeman, Trustee, with full power to sell, mortgage or convey without joinder of any beneficiaries, of record in Book 4590, page 801, said Register's Office, wherein the said Robert L. Freeman, Trustee, conveyed the subject property to Don L. Smith, Trustee, to secure to Carson C. Driver Jr., and Kenneth F. Driver d/b/a Glengarry Heights Enterprises, a partnership, payment of the principal sum of $1,302,239.80, and any other sumes which may be and become payable under the terms hereof.
   (See instrument for complete terms and conditions as well as possible rights and options of the owner of the indebtedness)

6. Assumption Agreement (with Release) of record in Book 5163, page 761, said Register's Office with respect to the foregoing installment deed of record in Book 4590, page 801, said Register's Office, and the indebtedness secured thereby)
(See instrument for complete terms and conditions)

7. Deed of Trust executed by Robert L. Freeman, Trustee, to William N. Dearborn, Trustee, of record in Book 4596, page 787, said Register's Office, dated April 24, 1972, to secure to Commerce Union Bank, an indebtedness in the amount of $500,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee.
(See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby)

8. Assumption Agreement (with Release) of record in Book 5156, page 165, and in Book 5156, page 219, Register's Office for Davidson County, Tennessee, with respect to the foregoing deed of trust of record in Book 4596, page 787, said Register's Office, and the indebtedness secured thereby, the unpaid principal balance of said indebtedness secured by the subject property being designated as $74,590.32.

9. Deed of Trust executed by K & S Investment of Tennessee, Inc., to Ervin M. Entrekin, Trustee, of record in Book 5417, page 806, said Register's Office, dated April 6, 1979, to secure to Lee F. Noel, an indebtedness in the amount of $2,150,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest and service fee.
(See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby)

10. UCC-1 Financing Statements designating K & S Investment of Tennessee, Inc., as the debtor, and Lee F. Noel as the secured party, recorded in Book 5417, page 820, and filed under No. C21989 in the Register's Office for Davidson County, Tennessee, and filed in the Office of the Secretary of State of Tennessee under No. BB1077.

11. Lease Agreement between Glengerry (sic) Heights Apts., as landlord, by and through Harvey Freeman & Sons, Inc., and Home Coin Laundries, as tenant, of record in Book 5107, page 935, Register's Office for Davidson County, Tennessee.

12. Restrictive Covenants contained in instruments of record in Book 1788, page 349, and in Book 2796, page 604, Register's Office for Davidson County, Tennessee.

13. Lack of direct access to and from Bailey Parkway.

14. Rights and claims of parties in possession.

15. Deed of Trust executed by First Equities Corporation to William P. Sutherland, Trustee, of record in Book 5829 page 916, said Register's Office, dated November 23, 1981, to secure to Glengary, Ltd., an indebtedness in the amount of $3,000,000.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal and interest.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5829 PAGE 941

RECEIVED OF _____

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
	Co.	3.500.000.00		

910.00 CO TX
.50 PRFEE
21.00 WDEED
CHECK 9121.50-
2792A12/11/81 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 7 1 8 1 2

IDENTIF. REFERENCE

DEC 11 1 44 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 857727