This instrument prepared by:
DEARBORN & EWING, ATTORNEYS
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

Address New Owner as follows:
Ravenwood, Ltd.
2120 Crestmoor Road
Suite 31
Nashville, Tennessee 37215

Send Tax Bills to:
SAME

Map-Parcel No.
85-4 Par. 38

BOOK 5985 PAGE 991

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 2,400,000.00

Ravenwood, Ltd
By: Medical Equities, Inc
By: [signature]
AFFIANT

[signature]
NOTARY PUBLIC

My Comm. Expires: 7/21/85

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, J. R. Freeman, Trustee, with full power to mortgage, sell, transfer, convey or otherwise encumber all or part of same without the joinder of any beneficiary, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto Ravenwood, Ltd., a Tennessee limited partnership, hereinafter called the GRANTEE, its successors and assigns the following described land in Davidson County, Tennessee, to wit:

(SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.)

This is improved property known as the Ravenwood Apartments.

ALL WARRANTIES OF GRANTOR HEREIN CONTAINED ARE EXPRESSLY LIMITED TO THOSE PERSONS OR PARTIES CLAIMING BY, THROUGH, OR UNDER GRANTOR.

Said property is transferred subject to such limitations, restrictions and encumbrances as may affect the premises, as are set out in Exhibit A.

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, its successors and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out in Exhibit A; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, its successors and assigns, against the lawful claims of all parties whomsoever, claiming by, through, or under GRANTOR. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this 22nd day of December, 1982.

J. R. FREEMAN, TRUSTEE

J. R. Freeman, Trustee

8352 12/30 [illegible]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 5985 PAGE 992

Personally appeared before me, The undersigned, a Notary Public in and for said County and State, the within named J. R. Freeman, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 22 day of December, 1982.

Ronda Hasdulick
NOTARY PUBLIC

My Commission Expires: Oct 15, 1983

H 2 3 8 0 5

T
IDENTIF. REFERENCE

DEC 30 3 27 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

Being a tract or parcel of land located in Davidson County, Tennessee, and being generally located east of Stones River, north of Lebanon Road and west of Hickory Hill Lane, and more particularly described according to a survey by Barge, Waggoner, Sumner and Cannon, File No. 7102, dated August 9, 1979, and updated October 13, 1982, as follows:

Beginning at a concrete monument in the westerly margin of Hickory Hill Lane, 467 feet, more or less, northerly from the north margin of Lebanon Road; thence south 77° 58' 14" west, 132.96 feet to a point; thence with a curve to the right having a central angle of 28° 26', a radius of 622.08 feet, a chord bearing of south 80° 41' 20" west, and a chord length of 305.55, 308.71 feet to a concrete monument; thence north 85° 05' 40" west 117.00 feet to a point; thence south 06° 50' 59" west, 200.00 feet to an iron pin; thence north 83° 54' 40" west, 185.54 feet to an iron pin; thence north 76° 32' 49" west, 223.87 feet to an iron pin; thence north 09° 47' 24" east, 597.35 feet to an iron pin; thence south 83° 14' 10" east, 554.00 feet to a concrete monument; thence south 6° 45' 50" west 25.00 feet to a point; thence with a curve to the left, having a central angle of 12° 24', a radius of 971.00 feet and a distance of 210.10 feet to a point in the easterly margin of Hickory Hill Lane; thence with Hickory Hill Lane along a curve to the left, said curve having a central angle of 17° 27' 53", a radius of 716.33 feet, 218.35 feet to a point of compound curvature; thence with a curve to the left having a central angle of 03° 47' 13", a radius of 1,623.76 feet, 107.32 feet to the point of beginning, and containing 9.52 acres, more or less.

Being the same property conveyed to J. R. Freeman, Trustee, with full power to mortgage, sell, transfer, convey or otherwise encumber all or part of the same without the joinder of any beneficiary, by deeds from the Estate of R. L. Freeman, J. R. Freeman, Executor, and Randall Phillips, of record in Book 4763, page 585, Register's Office for said County, and by deed from Robert E. Baker and wife, Anne S. Baker, of record in Book 4770, page 252, said Register's Office.

EXCEPTIONS TO TITLE

RAVENWOOD APARTMENTS

1. 1982 real property taxes.

2. Multifamily Deed of Trust, Assignment of Rents and Security Agreement from J. R. Freeman, Trustee, with full power to mortgage, sell, convey or otherwise encumber without the joinder of any beneficiary to Harold W. Fogelberg, Trustee, dated August 16, 1979, of record in Book 5483, page 225, said Register's Office, to secure an indebtedness evidenced by a promissory note of even date in the original principal amount of $1,200,000.00 payable to First American National Bank of Nashville and assigned to Federal Home Loan Mortgage Corporation by instrument of record in Book 5483, page 235, said Register's Office. (See instruments 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. Financing Statement filed August 16, 1979, showing J. R. Freeman, Trustee as Debtor and First American National Bank of Nashville as Secured Party, No. F46603, of record in Book 5483, page 236, said Register's Office, to secure an indebtedness in the amount of $1,200,000.00 and assigned to Federal Home Loan Mortgage Corporation of record in Book 5483, page 238, said Register's Office.

4. Restrictive covenants contained in deed of record in Book 4093, page 253, said Register's Office.

5. Easement for joint use of a driveway, of record in Book 4135, page 906, said Register's Office.

6. Terms and conditions of a Lease Agreement by and between Ravenwood Apartments and Home Coin Laundry, of record in Book 4940, page 576, said Register's Office.

EXHIBIT A

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5985 PAGE 994

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
		2,400,000.00 Co.		
			6240.00 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 6249.50-	
			8352A 12/30/82 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 23805

IDENTIF. REFERENCE

DEC 30 3 27 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 918569

Book 5985 Page 995 Was Missing

Book 5985 Page 996 Was Missing

Book 5985 Page 997 Was Missing

Book 5985 Page 998 Was Missing

Void

5985
995

BOOK 5985 PAGE 996

BOOK 5985 PAGE 997

BOOK 5985 PAGE 998

BOOK 5985 PAGE 999