Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Bent Tree Apartments, Ltd., a Texas limited partnership 14180 North Dallas Pkwy. Suite 300 Dallas, Texas 75240	Same	163-95.2 163-102
This instrument prepared by: Boult, Cummings, Conners & Berry, 21st Floor, First American Center, Nashville, TN 37238		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal Company, a Tennessee corporation, d/b/a Hickory Hollow Associates, a joint venture (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said Bent Tree Apartments, Ltd., a Texas limited partnership, (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 1984, which have been prorated between the parties.

2. Easements, setback lines, and conditions of the Owner's Certificate shown on the Plan of record in Book 5200, page 697, Register's Office for Davidson County, Tennessee.

3. Temporary easement, not of record, granted by the Grantor to Village of Hickory Hollow Associates for use by vehicles necessary for road construction and normal traffic to and from Parcel J-4 Section One, Hickory Hollow Terrace, a plan of which is of record in Book 5200, page 697, Register's Office for Davidson County, Tennessee, for a term not to exceed 9 months from July 26, 1983, as contained in a letter from the Grantor to Village of Hickory Hollow Associates dated July 26, 1983, to which reference is here made.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $1,497,390.00.

Affiant

Subscribed and sworn to before me this 16th day of Jan 1985

Notary Public
My Commission Expires: My Commission Expires OCT. 8, 1988

4. A perpetual easement of access for pedestrian and vehicular traffic between the westerly terminus of Hickory Hollow Terrace, as shown on the recorded Plan of Hickory Hollow Terrace, Section One, aforesaid, and a pump station now under construction near the northern margin of Parcel J-3, immediately west of Parcel J-4, said easement of access being located along the northernmost portion of Parcel J-3 entirely within the public utility easement shown on the recorded plan.

5. A temporary construction easement 50 feet in width on either side of the proposed right-of-way of Hickory Hollow Terrace now under construction, to aid in the construction of such roadway, which easement shall terminate upon completion of the construction of the same no later than May 31, 1984. In connection with the construction of such road, Grantor reserves the right to take dirt fill required in the construction from an area bounded on the west by Parcel J-2, on the north by Hickory Hollow Terrace, and on the east by the existing Columbia Gulf Transmission easement.

6. In the event that the Metropolitan Government of Nashville and Davidson County, Tennessee, does not accept responsibility for the cost of maintaining that certain pump station, shown on Lot J-3 on the Plan of Section One, Hickory Hollow Terrace, of record in Plat Book 5200, page 697, Register's Office for Davidson County, Tennessee, the Grantee shall share in the expense of such maintenance on a prorata basis, based upon the acreage contained within the real property shown on the Plan of Section One, Hickory Hollow Terrace, which is serviced by said pump station.

7. Restrictive covenants as set forth in Exhibit B hereto.

J-1,

This is unimproved property, known as Parcels/J-3 and J-5 located in Hickory Hollow Terrace, Section One.

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 covenants with the Grantee that the Property is free from all encumbrances made or suffered by itself, except to the extent otherwise set forth in this Deed.

And Grantor does further covenant and bind itself, 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 persons claiming by, through, or under it.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 12TH day of January, 1984, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

HICKORY HOLLOW ASSOCIATES
By: Hickory Hollow Mall, Inc.

By: [signature]

Title: Vice President

By: Intereal Company

By: [signature]

Title: Senior Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Before me, Laura Despard, a Notary Public in and for the County and State aforesaid, personally appeared Dale V. Groves, 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 Hickory Hollow Mall, Inc., a Georgia corporation, which corporation is a joint venturer of Hickory Hollow Associates, the within named bargainor, a joint venture, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of Hickory Hollow Mall, Inc. as joint venturer on behalf of the joint venture by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 13th day of January, 1984.

Laura Despard
Notary Public
My Commission Expires: 1-1-86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Loretta B. Lowe, a Notary Public in and for the County and State aforesaid, personally appeared Joseph Lovell, 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 Senior Vice President of Intereal Company, a Tennessee corporation, which corporation is a joint venturer of Hickory Hollow Associates, the within named bargainor, a joint venture, and that he as such Senior Vice Pres., executed the foregoing instrument for the purposes therein contained, by signing the name of Intereal Company as joint venturer on behalf of the joint venture by himself as Senior Vice Pres.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 16th day of January, 1984.

Loretta B. Lowe
Notary Public
My Commission Expires: 4/18/87

EXHIBIT A

PARCEL J-1, First Revision, Hickory Hollow Terrace

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the southwest by Mt. View Road and on the southeast by Bell Road, more particularly described as follows:

Beginning at a point in the northeast margin of Mt. View Road, being the southerly corner of Parcel J-2, Hickory Hollow Mall, Section 3;

Thence, with the easterly line of J-2, N 37° 00' E, 288.77 feet;

Thence, S 78° 00' E, 349.65 feet;

Thence, with the southwesterly line of Parcel J-3, S 53° 00' E, 244.96 feet;

Thence, S 20° 48' E, 223.72 feet to a point in the northerly margin of Bell Road;

Thence, S 65° 12' W, 319.79 feet to a concrete monument;

Thence, with a curve to the right having a central angle of 57° 48', a radius of 100.00 feet, a chord bearing N 81° 54' W, 96.67 feet, a curve length of 100.89 feet to a concrete monument;

Thence, with the northeasterly margin of Mt. View Road, N 53° 00' W, 496.12 feet to the point of beginning.

Containing 5.99 acres, more or less.

The above described property is encumbered by the following easements:

1. Columbia Gulf Transmission Company easement traversing the southeasterly portion of the property along Bell Road.

2. A 10-foot wide public utility, drainage and landscape easement along the northwesterly, northerly and northeasterly sides of the tract.

No other easements are known to exist.

RESERVE PARCEL J-5, Section 1, Hickory Hollow Terrace

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, lying north of Mt. View Road and being bounded on the east by Bell Road and on the south by Hickory Hollow Terrace, more particularly described as follows:

Beginning at a point in the westerly margin of Bell Road, being the southeast corner of Raymond Wells, Jr. property, as recorded in Book 4688, page 444, R.O.D.C., Tennessee;

Thence, with Bell Road, S 38° 30' W, 176.15 feet;

Thence, N 51° 30' W, 5.00 feet;

Thence, S 38° 30' W, 200.00 feet;

Thence, S 51° 30' E, 5.00 feet;

Thence, S 38° 30' W, 300.00 feet;

Thence, S 51° 30' E, 10.00 feet;

Thence, S 38° 30' W, 125.62 feet;

Thence, with a curve to the right having a central angle of 16° 34',a radius of 1,597.14 feet, 461.80 feet;

Thence, N 34° 56' W, 20.00 feet;

Thence, with a curve to the right in a southwesterly direction, said curve having a central angle of 04° 52', a radius of 1,577.14 feet, 133.94 feet, and a chord bearing S 57° 30' W, 133.90 feet;

Thence, leaving Bell Road with the northerly margin of Hickory Hollow Terrace N 30° 04' W, 15.00 feet;

Thence, with a curve to the right in a northwesterly direction, said curve having a central angle of 92° 03', a radius of 25.00 feet, 40.17 feet, and a curve having a chord bearing N 74° 03' W, 35.98 feet;

Thence, N 31° 10' W, 91.08 feet;

Thence, with a curve to the left having a central angle of 29° 22', a radius of 1,225.00 feet, 627.71 feet, and said curve having a chord bearing of 42° 42' W, 620.86 feet;

Thence, leaving Hickory Hollow Terrace with the easterly line of Lot J-4, 24° 49' E, 342.67 feet;

Thence, N 62° 18' W, 50.07 feet to the southeast corner of Charlie Layne, recorded in Book 4904, page 405;

Thence, with Layne's east line, N 06° 46' E, 210.05 feet to a point in the east line of Dudley W. King, Sr., and being the southwest corner of Raymond Wells, Jr.;

Thence, with Wells' southerly line, S 85° 55' E, 1,340.48 feet to the point of beginning.

Containing 21.21 acres, more or less.

The above described parcel is encumbered by the following:

1. An abandoned telephone easement across the northerly portion of the parcel.

2. A Columbia Gulf Transmission Company easement traversing the parcel more or less parallel with Bell Road.

3. A 20-foot sanitary sewer easement along Hickory Hollow Terrace and the westerly side of Columbia Gulf Transmission Company easement.

4. A 10-foot public utility, drainage and landscape easement along the westerly and northerly sides of the parcel.

No other easements are known to exist.

LOT J-3, Section 1, Hickory Hollow Terrace

Being a parcel of land located in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the south by Mt. View Road, on the east by Bell Road and partially on the north by Hickory Hollow Terrace, more particularly described as follows:

Beginning at a concrete monument in the east line of James Clifton, as recorded in Book 3820, page 616, said point being 10.18 feet bearing N 26° 19' E, from Clifton's southeast corner;

Thence, with Clifton's east line, N 26° 19' E, 856.70 feet to a common corner between James E. Craighead, Martin B. Clark, Jr., and the property herein described;

Thence, with Clark's south line, S 61° 48' E, 226.83 feet to a point in the west line of Lot J-4;

Thence, S 34° 18' W, 90.00 feet with the west line of Lot J-4;

Thence, with the south line of Lot J-4, S 62° 18' E, 488.76 feet;

Thence, with a curve to the right having a central angle of 02° 35', a radius of 1,225.00 feet, 55.23 feet, and a chord bearing S 61° 00' E, 55.23 feet;

Thence, in a southerly and easterly direction around a cul-de-sac terminating Hickory Hollow Terrace, said curve having a central angle of 237° 52', a radius of 50.00 feet, a distance of 207.58 feet and a chord bearing a distance of S 01° 21' W, 87.52 feet;

Thence, with a curve to the right having a central angle of 62° 11', a radius of 50.00 feet, 54.26 feet;

Thence, with a curve to the right having a central angle of 27° 23', a radius of 1,175.00 feet, 561.41 feet, and a chord bearing S 41° 42' E, 556.09 feet;

Thence, S 24° 52' E, 91.08 feet;

Thence, with a curve to the right having a central angle of 92° 03', a radius of 25.00 feet, 40.17 feet;

Thence, S 25° 58' E, 15.00 feet to a point in the westerly margin of Bell Road;

Thence, with Bell Road along a curve to the right having a central angle of 05° 10', a radius of 1,577.14 feet, 142.17 feet and a chord bearing S 66° 37' W, 142.12 feet;

Thence, S 69° 12' W, 232.99 feet;

Thence, leaving Bell Road, N 20° 48' W, 223.72 feet;

Thence, N 53° 00' W, 244.96 feet to the easterly line of Lot J-2;

Thence, N 12° 00' E, 330.00 feet;

Thence, N 78° 00' W, 380.00 feet;

Thence, S 37° 00' W, 575.01 feet to a point in the north margin of Mt. View Road;

Thence, S 53° 00' W, 238.91 feet to the point of beginning.

Containing 13.27 acres, more or less.

The above property is encumbered by the following easements:

1. A Columbia Gulf Transmission Company easement containing three pipelines traversing the easterly portion of the parcel.

2. A public utility easement along the westerly property line.

3. A 20-foot wide public utility, access and drainage easement along the northerly property line adjacent to Lot J-4.

The above public utilities easements include sewage pump station and force main to serve the property.

No other easements are known to exist upon the property.

EXHIBIT B

Restrictive Covenants

The Property conveyed in the deed to which this instrument is annexed is sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its successors and assigns, for a period of twenty-five (25) years from and after the date of said deed, to wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the immediate surrounding areas. No construction or design of an obsolete nature shall be permitted. All buildings shall be of masonry or similar construction. No metal clad or frame construction shall be permitted, and all buildings shall be covered on all sides with brick veneer, stone or other construction materials approved by Grantor. No concrete block shall be exposed on the exterior of any building. No temporary buildings other than a construction trailer during construction of improvements shall be permitted.

In addition, all buildings or other structures erected upon the Property shall be of a design and height satisfactory to the Grantor approval or refusal shall be granted within 10 working days of receipt of plans. For this purpose, the Grantee, its successors or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to the commencement of construction or any other development of improvements upon the Property. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the Property, which plan shall be submitted to the Grantor for its approval in writing, said approval or refusal to be granted within 10 working days of receipt of plan, and upon such approval, such plan shall be carried out in detail. The development of landscaping plans for the Property, the quality and quantity of the same, will be at least comparable to that provided in the surrounding areas. The Grantee shall maintain the exterior of the Property and all landscaping at all times in a good, orderly, and neat condition.

3. No loading dock or platform except those necessary for construction purposes shall be constructed, used, or maintained on that portion of any building or the structure which faces any street.

4. All exterior signs shall be subject to the Approval of the Grantor, said approval or refusal to be granted within 10 working days or receipt of sign plans. All signs shall be located on the face of the buildings, except that one freestanding sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

5. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted, except during construction of improvements. No incinerators shall be kept, used, or maintained on any portion of the Property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the Property at regular intervals to prevent any unnecessary accumulation thereof.

6. Adequate off-street parking shall be provided on the Property for the employees, customers, and invitees of the Grantee, as required by the off-street parking ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing.

7. The Property may be used only as a residential apartment facility containing a maximum density of 13 units per acre, together with office and/or commercial developments along the westerly portions of the same. No other use shall be permitted except upon the written approval of the Grantor.

8. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no wise affect any of the other covenants, which shall remain in full force and effect for the remainder of the term hereof. These covenants and restrictions may be enforced by Grantor, its successors and assigns, by action at law and/or in equity, and Grantor shall have the right to seek specific performance or injunctive relief for failure of Grantee to comply therewith.

RUSH

H 9 7 8 1 0

IDENTIF. REFERENCE

JAN 16 4 27 PM '84

FELIX A. ... REGISTER
DAVIDSON COUNTY, TN

6591 01/16 3926.74- CHECK

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6215 PAGE 82

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	1,497,390.00		
			3693.24 CSTAX	
			.50 PRFEE	
			33.00 WDEED	
			CHECK 3926.74-	
6591	A01	1/16/84	BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 7 8 1 0

IDENTIF. REFERENCE

JAN 16 4 27 PM '84

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 7006