OFFICIAL RECEIPT

FROM: Kenmont Apartments,
a Tennessee Limited Partnership

TO: Kenmont Properties, Ltd.,
an Alabama limited
partnership

This Instrument Prepared by:

Paul C. Hurdle, III
1133 Fifteenth Street, N.W.
Washington, D.C. 20005 BOOK 5234 PAGE 19

Address New Owner
as follows:

1919 Morris Avenue
Suite 604
Birmingham, Alabama 35203

Send Tax Bills to:

Same

Map 61
Parcel 49
12 DZ-10610

DISTRICT OF COLUMBIA

The actual consideration or value, whichever is greater, for this transfer is $4,650,000.

Paul C. Hurdle III
Affiant

Subscribed and sworn to before me, this the 16th day of February, 1988.

Barbara M. Nelsen
Notary Public

NOTARY PUBLIC DISTRICT OF COLUMBIA

My Comission Expires: 1/31/89

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, Kenmont Apartments, a Tennessee limited partnership, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto Kenmont Properties, Ltd., hereinafter called the GRANTEE, its heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

BEING Tract No. 1 on the Plan of Kenmont Apartments, as of record in Book 4460, page 13, Register's Office for said County, and described as follows: According to a survey made by Southern Land Survey Co., dated 12/30/70.

BEGINNING at the center line intersection of Maplewood Lane and Lemont Drive; thence, along the centerline of Maplewood Lane running east 52.0 feet to a point; thence, southerly from said point 25.00 feet to a concrete monument in the southerly margin of Maplewood Lane as widened, this being the point of beginning; thence, along the southerly margin of Maplewood Lane as widened, running in an easterly direction south 84 deg. 12 min. 33 sec. east 140.03 feet to a concrete monument; thence, leaving said southerly margin along a line common to Arthur J. Elmore's west line and said described tract south 7 deg. 36 min. 25 sec. west 239.99 feet to a concrete monument; thence south 84 deg. 12 min. 33 sec. east 185.00 feet to a concrete monument; said point being M. Ann Travis' southeast property corner and a point in Robert W. Farrell's west line; thence, continuing along Farrell's west line south 7 deg. 36 min. 25 sec. west 195.77 feet to a concrete monument; thence, south 79 deg. 29 min. 41 sec. east 460.00 feet to a concrete monument, said point being

continued-

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J. W. Luttrell's southeast property corner; thence, along Luttrell's east line north 27 deg. 27 min. 14 sec. east 20.00 feet to a concrete monument, said point being Clarence William Irvin's southwest property corner; thence, south 85 deg. 45 min. 56 sec. east 680.74 feet to a concrete monument, said point being northeast corner of said described tract; thence, along the west property line of Maplewood Heights Second Subdivision as recorded in Book 547, pages 103 and 104 running in a southerly direction south 14 deg. 08 min. 17 sec. west 1,243.71 feet to a concrete monument; thence, along the northerly margin of Virginia Avenue extended with a curve to the left (radius - 275.00 feet) 261.59 feet to a concrete monument; thence, leaving said northerly margin north 55 deg. 08 min. 31 sec. west 726.81 feet to a concrete monument located in D. H. Thompson's north line; thence, north 27 deg. 27 min. 14 sec. east 319.08 feet to a concrete monument; thence, north 69 deg. 36 min. 37 sec. west 545.72 feet to a concrete monument; thence, continuing along Thompson's east line north 7 deg. 46 min. 35 sec. east 654.91 feet to a concrete monument; thence, north 80 deg. 45 min. 25 sec. west 49.98 feet to a concrete monument located in the easterly margin of a 50 foot street dedication; thence, along said easterly margin north 7 deg.46 min. 35 sec. east 280.41 feet to a concrete monument; thence, along a curve to the right (radius = 25.00 feet) 38.40 feet to the beginning, containing 32.87 acres, more or less.

BEING the same property conveyed to Kenmont Apartments, a Tennessee Limited Partnership, by deed from Elmer I. Kent et ux Helen A. Kent of record in Book 4507, page 86 and Deed of Correction in Book 4583, page 603, Register's Office for Davidson County, Tennessee

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, it heirs, successors and assigns, subject to certain encumbrances as follows:

1. Deed of Trust executed by Kenmont Apartments, a Limited Partnership, to Jack W. Lee, Trustee, of record in Book 4754, page 414, said Register's Office, to secure to Nashville Mortgage & Realty, Co. the payment of one note dated 10/4/73 in the original principal amount of $2,682,000.00 and payable as set forth therein.

2. The Plan of Record in Book 4460, page 13, said Register's Office, shows an owner's certificate, a 50 foot minimum building setback line entire boundary line.

3. Subject to all of the terms and conditions of the Regulatory Agreement for Multi-Family Housing Projects entered into between Kenmont Apartments, a Limited Partnershiup and the Secretary of Housing and Urban Development dated 10/5/73 and of record in Book 4754, page 426, said Register's Office.

4. Amendment to Regulatory Agreement, said amendment being dated 9/10/83 and between Kenmont Apartment, Ltd. and the Secretary of Housing and Urban Development and being of record in Book 6155, page 808, said Register's Office.

And GRANTOR does covenant with 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 hereinabove set forth.

And GRANTOR does further covenant and bind itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, its heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural and singular, and the use of any gender shall be applicable to all genders.

the National Corporation for Housing Partnerships,

IN WITNESS WHEREOF, Kenmont Apartments has caused this instrument to be executed by the sole general partner of The National Housing Partnership, its [redacted] general partner, this 16th day of February, 1984 and Elmer I. Kent, Harry G. Hemmerly and James T. McLEAN, its general partners.

KENMONT APARTMENTS

By: The National Housing Partnership, [redacted] general partner

By: National Corporation for Housing Partnerships, it sole general partner

By: _____
Duly Authorized

_____
ELMER I. KENT

_____
HARRY G. HEMMERLY

_____
JAMES T. MCLEAN

DISTRICT OF COLUMBIA

Before me, Barbara M. Nielsen, a Notary Public in and for the District of Columbia, personally appeared William D. Comings, Jr., with whom I am personally acquainted, and who upon oath acknowledged himself to be the Executive Vice President of The National Corporation for Housing Partnerships, the sole general partner of The National Housing Partnership, the [redacted] general partner of Kenmont Apartments, the within named grantor, a Tennessee limited partnership, and that as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President of NCHP as sole general partner of National Housing Partnership, as [redacted] general partner of grantor.

Witness my hand and seal, at office in Washington, D.C., this the 16th day of February, 1984.

_____
Notary Public

My Commission Expires January 31, 1989

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IDENTIF. REFERENCE

FEB 21 10 16 AM '84

RUSH

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ELMER I. KENT, HARRY G. HEMMERLY, and JAMES T. MCLEAN, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Madison, Tennessee, this 16th day of February, 1984.

_____
NOTARY PUBLIC

My commission expires: 4/14/87

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6234 PAGE 22

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 Amt 4,000.00		
			12090.00 CSTAX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 12099.50-	
4325A	02/21/84		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

104047

IDENTIFICATION REFERENCE

FEB 21 10 16 AM '84

DAVIDSON

No. 14496