6437

This Instrument Prepared By:
J. GREER CUMMINGS, JR.
ATTORNEY AT LAW
222 THIRD AVENUE N.
P. O. BOX 198062
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER:

BVT British Woods
Apartments, Ltd.
1010 Nashville City
Bank & Trust Bldg.
315 Union Street
Nashville, TN 37201

SEND TAX BILLS TO:

Same

MAP-PARCEL NOS.

Map 135
Parcel 354

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WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thomas V. White, Trustee, with full power to mortgage, sell, encumber, transfer, lease and convey without joinder of any beneficiary, and Marion Thurman (the "Grantors") have this day bargained and sold, and by these presents do hereby transfer and convey unto BVT British Woods Apartments, Ltd., a Tennessee limited partnership (the "Grantee"), its successors and assigns, certain real estate in Davidson County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements, buildings and structures located thereon and all right, title and interest of Grantors in and to any easements and rights-of-way adjoining or abutting said real estate and any covenants and other rights appurtenant thereto (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the exceptions and other matters set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

This is improved property known as the British Woods Apartments, Phase I, 2201 Murfreesboro Road, Nashville, Tennessee 37217.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns, forever.

And Grantors covenant with Grantee that they are lawfully seized and possessed of the Property in fee simple, that they have a good right to convey it, and that the same is

unencumbered, except to the extent otherwise set forth in Exhibit B hereto.

Grantors further covenant and bind themselves, their successors, heirs and representatives, to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns, against the lawful claims of all persons.

The provisions of that certain Contract for Sale and Purchase of Real Estate dated July 15, 1983, between Marion Thurman and Mark H. Westlake, Trustee, as amended by instrument dated September 15, 1983, assigned by the latter to BVT Properties, Inc. and subsequently assigned by the said BVT Properties, Inc. to Grantee, with respect to this conveyance of the Property, shall survive the closing.

Eva Thurman, the wife of Marion Thurman, joins herein for the purpose of transferring and conveying to Grantee any right, title or interest, whether marital or otherwise, which she may have in and to the Property.

IN WITNESS WHEREOF, Grantors have caused this Warranty Deed to be executed on this 31st day of October, 1984.

Thomas V. White, Trustee

Marion Thurman

Eva Thurman

By: _____
Eleanor M. Lindsey,
Attorney-in-Fact

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Mark H. Westlake, a Notary Public in and for said County and State, Thomas V. White, Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 31 day of October, 1984.

Mark H. Westlake
Notary Public

My Commission Expires: [illegible]

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Mark H. Westlake, a Notary Public in and for said County and State, Marion Thurman, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 31 day of October, 1984.

Mark H. Westlake
Notary Public

My Commission Expires: Jan. 21, 1985

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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On this 31st day of October, 1984, before me, Mark H. Westlake, a Notary Public in and for said County and State, personally appeared Eleanor M. Lindsey, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Eva Thurman, and acknowledged that she executed the same as the free act and deed of the said Eva Thurman.

WITNESS my hand and seal at Nashville, Tennessee, this 31st day of October, 1984.

Notary Public

My Commission Expires: Jan. 20, 1985

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $6,900,000.00.

Affiant

Subscribed and sworn to before me, this the 2nd day of November, 1984.

Notary Public
My Commission Expires: Jan. 20, 1985

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of British Woods, Section 2, of record in Plat Book 6200, page 141, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point situated in the westerly margin of Murfreesboro Road, said point also being 945 feet, more or less, from the southerly margin of Franklin - Limestone Road; thence, with the said margin of Murfreesboro Road South 27 deg. 47 min. 31 sec. East 165.74 feet to a point; thence, leaving the said margin of Murfreesboro Road South 62 deg. 12 min. 29 sec. West 250.00 feet to a point; thence, South 27 deg. 47 min. 31 sec. East 135.00 feet to a point; thence, North 62 deg. 12 min. 29 sec. East 250.00 feet to a point situated in the aforementioned margin of Murfreesboro Road; thence, with the said margin of Murfreesboro Road South 27 deg. 47 min. 31 sec. East 50.00 feet to a point; thence, leaving said margin of Murfreesboro Road South 62 deg. 12 min. 29 sec. West 250.00 feet to a point; thence, South 27 deg. 47 min. 31 sec. East 351.07 feet to a point situated in the northerly property line of the James W. Ransom property as recorded in Book 1338, page 602, Register's Office for said County; thence, with the said northerly property line of James W. Ransom South 60 deg. 06 min. 09 sec. West 123.17 feet to a corner in the northerly property line of the J. W. Ransom property as recorded in Book 4073, page 688, Register's Office for said County; thence, with the said northerly property line of J. W. Ransom North 83 deg. 17 min. 11 sec. West 899.14 feet to a point in the easterly property line of the Stanley C. Broome property as recorded in Book 1172, page 240, Register's Office for said County; thence, with the said easterly property line of Stanley C. Broome North 01 deg. 31 min. 47 sec. East 546.56 feet to the most southwest corner of Lot No. 5 as shown on said Plan; thence, South 83 deg. 24 min. 35 sec. East 592.30 feet to a corner; thence, North 01 deg. 01 min. 58 sec. East 254.00 feet to a corner; thence, South 82 deg. 18 min. 23 sec. East 288.73 feet to the point of beginning.

Being the same property conveyed to Thomas V. White, Trustee by deed from Marion Thurman of record in Book 5684, page 831, as corrected by deed of record in Book 5795, page 426, and re-recorded in Book 5811, page 403, said Register's Office, and in Marion Thurman by reservation in correction of quitclaim deed of record in Book 5795, page 426, and re-recorded in Book 5811, page 403, Register's Office for said County.

EXHIBIT B

1. 1984 real property taxes, which have been prorated and assumed by the Grantee;

2. Joint users ingress and egress easement reserved in instrument of record in Book 5795, page 426, re-recorded in Book 5811, page 403, Register's Office for Davidson County, Tennessee;

3. Rights of others in and to the joint users ingress and egress easement aforesaid;

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4. Owner's Certificate, notes, minimum building setback lines, public utility and drainage easement, public utility and private sewer service line easement, private water line easement, and all other matters shown on the Plan of British Woods, Section 2, of record in Book 6200, page 141, said Register's Office; and

5. Declaration of Restrictive Covenants and Owners Association for British Woods Apartments, Phases I and II, Nashville, Tennessee, of record in Book 6417, page 955, said Register's Office.

I-61266
IDENTIFICATION REFERENCE
NOV 2 4 05 PM '84
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

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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	6,900,000.00		
			17940.00 CSTAX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 17958.50-	
			4410A11/02/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I.6 1-2 6 6

T.
IDENTIF. REFERENCE

Nov 2 4 05 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 0082541