COUNTRY PLACE APARTMENTS
NASHVILLE, TENNESSEE
12/27/84
BBSJR:dd

[ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.]
[COUNTRY PLACE ASSOCI-	[SAME	]MAP 161-0]
[ATES, LTD.	[	]PARCEL 130]
[c/o General Capital	[	]FD. BK. 6DU-45190]
[Corporation	[	]]
[Suite 202	[	]]
[303 Church Street	[	]]
[Nashville, TN 37201	[	]]
[THIS INSTRUMENT PREPARED BY: WHITE & REASOR, 3305 WEST END AVENUE,		
[NASHVILLE, TENNESSEE 37203		]

LIMITED WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BVT COUNTRY PLACE, LTD., a Tennessee limited partnership, ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto COUNTRY PLACE ASSOCIATES, LTD., a Tennessee limited partnership ("Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, known generally as the Country Place Apartments, and more particularly 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 those matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

This is improved Property, known as Country Place Apartments, 5242 Edmonson Pike, Nashville, 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, Grantee's successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is unencumbered except as set forth herein above.

[STATE OF TENNESSEE]
[COUNTY OF DAVIDSON]
[ ]
[The actual consideration or value, whichever is greater, for]
[this transfer is $ 9,350,000.00.]
[ ]
[ ]
[AFFIANT]
[Subscribed and sworn to before me this 27th day of December,]
[1984.]
[ ]
[NOTARY PUBLIC]
[My Commission Expires: 4/21/85

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through, or under Grantor.

Grantor reserves for itself, its successors, assigns, and its or their tenants agents, representatives, employees, contractors, invitees, and licensees, a private, nonexclusive Easement for ingress and egress and access to and from McMurray Drive and Lot 2 on the Plan of the Resubdivision of Phase I of Country Place, as of record in Book 4675, Page 65, Register's Office for Davidson County, Tennessee. The Easement herein reserved shall be a perpetual easement on, over, and across that certain Easement Parcel more particularly described in Exhibit C, which is attached hereto and incorporated herein by reference. The Easement shall be perpetual and shall be appurtenant to said Lot 2, and this reservation of Easement is not intended to create any rights in the general public. Grantor, for itself, and its successors and assigns, represents, covenants, and agrees that it will maintain the Easement Parcel in good repair and safe condition, and that all policies of liability insurance obtained in connection with the ownership and operation of said Lot 2 shall include use of the Easement Parcel within the scope of coverage.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the 27th day of December, 1984.

GRANTOR

BVT COUNTRY PLACE, LTD., a Tennessee limited partnership

BY: Harald von Scharfenberg Willie Davis Atty-in-fact
Harald von Scharfenberg
ITS: General Partner

BY: BVT PROPERTIES, INC., a Wisconsin Corporation
ITS: General Partner

BY: Willie Davis
Willie K. Davis
ITS: Attorney-in-Fact

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Barrett B. Sutton, Jr., a Notary Public of the State and County aforesaid, personally appeared Willie K. Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Attorney-in-Fact for Harald von Scharfenberg, who is a General Partner of BVT Country Place, Ltd., the within named bargainor, a limited partnership, and that he, as such Attorney-in-Fact for such General Partner, executed the foregoing instrument in behalf of such General Partner for the purposes therein contained and as the free act and deed of such General Partner, by signing the name of the said Harald von Scharfenberg as General Partner on behalf of the limited partnership by himself as Attorney-in-Fact.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 28 day of December, 1984.

Barrett B. Sutton, Jr.
Notary Public
My Commission Expires: 4-21-85

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Barrett B. Sutton, Jr., a Notary Public of the State and County aforesaid, personally appeared Willie K. Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Attorney-in-Fact for BVT Properties, Inc., a corporation, which corporation is a General Partner of BVT Country Place, Ltd., the within named bargainor, a limited partnership, and that he, as such Attorney-in-Fact for such General Partner, executed the foregoing instrument in behalf of such General Partner for the purposes therein contained and as the free act and deed of such General Partner, by signing the name of the corporation as General Partner on behalf of the limited partnership by himself as Attorney-in-Fact.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 28 day of December, 1984.

Barrett B. Sutton, Jr.
Notary Public
My Commission Expires: 4-21-85

EXHIBIT A

COUNTRY PLACE APARTMENTS
NASHVILLE, TENNESSEE

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Resubdivision of Phase I of Country Place, as of record in Book 4675, Page 65, Register's Office for said County, and described as follows:

BEGINNING at an iron pin in the northerly margin of McMurray Drive, said iron pin being a common corner of Lots 1 and 2 of the herein described subdivision; thence with the line between said Lots, north 10 deg. 45' 56" east, 861.92 feet to an iron pin; thence leaving said common line south 85 deg. 01' east a distance of 193.95 feet to an iron pin; thence north 11 deg. 34' east a distance of 327.92 feet to a concrete monument; thence north 78 deg. 13' west, a distance of 447.48 feet to a concrete monument; thence north 11 deg. 38' east a distance of 150.00 feet to an iron pin; thence south 78 deg. 13' east a distance of 447.48 feet to an iron pin; thence north 11 deg. 34' east a distance of 80.00 feet to an iron pin; thence north 86 deg. 43' east a distance of 154.97 feet to an iron pin; thence south 59 deg. 04' 46" east a distance of 660.78 feet to an iron pin; thence south 13 deg. 17' west a distance of 350.00 feet to an iron pin; thence north 79 deg. 11' west a distance of 240.00 feet to an iron pin; thence in a southerly direction with a 273.52 foot radius curve to the left a distance of 135.18 feet to an iron pin; thence with a 446.06 foot radius curve to the right a distance of 389.26 feet to an iron pin; thence with a 506.98 foot radius curve to the left a distance of 300.85 feet to an iron pin; thence south 01 deg. 30' east a distance of 90.00 feet to an iron pin; thence north 82 deg. 00' west a distance of 70.00 feet to a concrete monument; thence south 10 deg. 11' west a distance of 153.98 feet to a concrete monument on the northerly margin of McMurray Drive; thence north 73 deg. 40' west a distance of 128.32 feet to an iron pin; thence with a 1402.87 foot radius curve to the right a distance of 293.82 feet to a concrete monument; thence north 61 deg. 40' west a distance of 71.00 feet to an iron pin; thence with a 1926.25 foot radius curve to the left a distance of 220.73 feet to the point of beginning.

BEING part of the property conveyed to BVT Country Place, Ltd., a Tennessee limited partnership, by deed from Richard F. Schmidt, nominee for the trustees of Novus Property Company (formerly known as First Wisconsin Mortgage Trust), a Massachusetts business trust, of record in Book 5873, Page 908, Register's Office for Davidson County, Tennessee.

EXHIBIT B

COUNTRY PLACE APARTMENTS
NASHVILLE, TENNESSEE

PERMITTED ENCUMBRANCES

1. Owner's Certificate, minimum building setback lines, public utility and drainage easements, and all other matters shown on the Plan of record in Book 4675, Page 65, said Register's Office.

2. The survey of Ragan-Smith-Murphy & Associates, Inc., dated December 3, 1980, finally revised December 12, 1984, shows a permanent ingress-egress easement to Lot No. 2 across the southwesterly portion of said lot, a public utility and drainage easement across the southeasterly and northerly portion of said lot, two lakes, various power lines, a 30-foot setback line from McMurray Drive and from Edmonson Pike, and various buildings which do not violate said setback lines.

3. Lease agreement by and between Country Place Apartments and Home Coin Laundries of record in Book 5114, Page 39, said Register's Office.

4. Agreement to grant sewer and water easements as described in release between Gertrude Tibbs Ezell and First Wisconsin Mortgage Company, dated July 19, 1977, as incorporated in order entered in Minute Book 221, Page 638, Chancery Court at Nashville.

5. Rights of tenants in possession under unrecorded apartment leases.

EXHIBIT C

COUNTRY PLACE APARTMENTS
NASHVILLE, TENNESSEE

EASEMENT PARCEL

Being a portion of Lot No. 1 on the Plan of the Resubdivision of Phase I of Country Place, as of record in Book 4675, page 65, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point on the common line between Lots 1 and 2 on said Plan, said point being N 10° 45' 56" E 50 feet from an existing iron pin at the common southerly corner of Lots 1 and 2, on the northerly right-of-way line of McMurray Drive, as measured along the common line between Lots 1 and 2; thence,

1. With the common line between Lots 1 and 2 and crossing the westerly end of ingress-egress easement N 10° 45' 56" E 55.00 feet to a point on the northerly margin of easement; thence

2. With the northerly margin of said easement S 36° 38' 19" E 20.52 feet; thence,

3. S 56° 20' 47" E 290.00 feet to the beginning of a curve; thence,

4. With said curve to the right (radius 95.00 feet) southeasterly a distance of 94.69 feet to a point on the northerly right-of-way line of McMurray Drive; thence,

5. With the northerly right-of-way line of McMurray Drive with a curve to the right (radius 1402.87 feet) northwesterly a distance of 59.70 feet; thence,

6. Continuing with the northerly right-of-way of McMurray Drive N 61° 40' W 4.88 feet to a point; thence,

7. With the southerly margin of said easement with a curve to the left (radius 40.49 feet) northwesterly a distance of 42.88 feet; thence,

8. N 56° 20' 47" W 270.30 feet; thence,

9. S 25° 04' 11" W 13.91 feet to the point of beginning.

IDENTIF. REFERENCE
DEC 28 5 05 PM '84
DAVIDSON COUNTY, TN
I 7 3 4 3 6

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

RECEIVED OF _____

FOR _____

BOOK 6461 PAGE 537

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

CW

9,550.00 .00

24310.00 CSTAX
.50 PRFEE
21.00 WDEED
CHECK 24331 .50-
9500A 12/28/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 7 3 4 3 6

T
IDENTIF. REFERENCE

DEC 28 5 06 PM '84

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

No. 97227