THIS INSTRUMENT PREPARED BY:

George G. Spanos
A. G. Spanos Construction, Inc.
1341 W. Robinhood Drive
Stockton, CA 95207

AFTER RECORDING RETURN TO:

Morton M. Poznak, Esq.
Schwartz & Freeman
401 N. Michigan, Suite 3400
Chicago, IL 60611

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:
The actual consideration for this transfer is $ 688,000 00
x Deana Montgomery
Signed this 30th day of January, 1985

NOTARY PUBLIC/My Commission Expires: 11/1/87

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP & PAR NOS
Tennessee Investors c/o Morton M. Poznak, Esq. Schwartz & Freeman 401 N. Michigan, Suite 3400 Chicago, IL 60611	Same	Map 149 Parcels 277 & 278

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, A. G. SPANOS CONSTRUCTION, INC, a California Corporation, authorized to do business in Tennessee as A. G. SPANOS CONSTRUCTION, INC., has bargained and sold, and by these presents does transfer and convey unto the said TENNESSEE INVESTORS, an Illinois limited partnership, its successors and assigns, certain tracts or parcels of land in Davidson County, State of Tennessee, described in Exhibit A, which is attached hereto and incorporated herein by reference.

This conveyance, and all covenants and warranties contained herein, are made expressly subject to the matters set forth in Exhibit B hereto.

The contract of sale entered into June 26, 1984, between Grantor and Grantee shall survive the closing and delivery of this Deed.

To Have and to Hold the said tracts or parcels 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 tracts or parcels of land in fee simple; has a good right to convey it, and the same are unencumbered, except as set forth in Exhibit B.

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And Grantor does further covenant and bind itself, its successor and representatives, to warrant and forever defend the title to the tracts or parcels of land to the said Grantee, its successors and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 11TH day of January, 1985, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

A. G. SPANOS CONSTRUCTION, INC.,
a California corporation

By G. G. Spanos V-Pres.

State of CALIFORNIA
County of SAN JOAQUIN } SS.

On this the 11TH day of JANUARY 19 85, before me,

MAY S. MOORE,

the undersigned Notary Public, personally appeared

GEORGE G. SPANOS,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as VICE PRES. or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
MAY S. MOORE
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires Feb. 10, 1987

May S. Moore
Notary's Signature

CORPORATE ACKNOWLEDGMENT FORM 7120 052 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364

I 80067

IDENTIF. REFERENCE

JAN 30 11 45 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RECD

Nashville 340

Exhibit "A"

BOOK 6483 PAGE 978

LEGAL DESCRIPTION

PICCADILLY SQUARE

MULTI-FAMILY SITE, NORTH

Land in the Second Civil District of Davidson County, Tennessee and being known as the Multi-Family Site, North, Piccadilly Square as per a plat of record in Book 5200, page 763, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the northerly right-of-way of Piccadilly Row, said point being 773.72 Feet northwest of the centerline of Una-Antioch Pike, as measured along the northerly right-of-way of Piccadilly Row; thence with said right-of-way, North 84°-17'-49" West, 395.00 Feet to a point; thence leaving said right-of-way with the boundary of Piccadilly Square, Phase I, North 5°-42'-11" East, 125.00 Feet to a point;

Thence North 84°-17'-49" West, 520.00 Feet to a point;

Thence North 33°-05'-33" West, 56.33 Feet to a point;

Thence North 59°-05'-31" East, 155.00 Feet to a point;

Thence North 1°-22'-47" East, 253.05 Feet to a point;

Thence North 7°-13'-53" East, 180.00 Feet to a point;

Thence North 54°-18'-13" East, 73.44 Feet to a point;

Thence North 22°-16'-33" East, 170.00 Feet to a point;

Thence North 42°-15'-14" West, 110.68 Feet to a point;

Thence with the boundary of Piccadilly Square, Phase II, North 50°-52'-32" East, 60.97 Feet to a point;

Thence South 39°-50'-49" East, 282.49 Feet to a point;

Thence North 80°-40'-07" East, 163.17 Feet to a point;

Thence North 34°-34'-56" East, 71.14 Feet to a point;

Thence North 50°-52'-32" East, 132.00 Feet to a point;

Thence South 48°-09'-54" East, 39.55 Feet to a point;

Thence South 33°-04'-40" East, 591.58 Feet to a point;

Thence with the boundary of Piccadilly Square Townhouse Site, South 65°-09'-08" West, 75.00 Feet to a point;

Thence South 15°-35'-22" West, 288.75 Feet to a point;

Thence South 5°-42'-11" West, 215.00 Feet to the point of beginning and containing 16.18 Acres.

The above described property is subject to drainage easements, utility easements, sewer easements and pedestrian way easements, all as shown on the Boundary Survey Plan as prepared by R. L. Spears & Company, plan recorded April 25, 1984.

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BOOK 6483 PAGE 979

~~BOOK 6295 PAGE 649~~

LEGAL DESCRIPTION

PICCADILLY SQUARE

MULTI-FAMILY SITE, SOUTH

Land in the Second Civil District of Davidson County, Tennessee and being known as the Multi-Family Site, South, Piccadilly Square as per a plat of record in Book 5200, page 762, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the northwesterly right-of-way of Una-Antioch Pike, said point being the radius return for the southwesterly right-of-way of Piccadilly Row, as shown on the plan of Piccadilly Square, Phase I;

Thence with the northwesterly right-of-way of Una-Antioch Pike, South 45°-43'-48" West, 554.08 Feet to a point;

Thence with a curve to the right having a Delta of 7°-51'-06", a Radius of 671.08 Feet, a Tangent of 46.05 Feet, and a Length of 91.96 Feet, being in a general southwesterly direction, to a point;

Thence leaving said right-of-way and generally with the meanders of the centerline of a creek, North 70°-09'-31" West, 173.94 Feet to a point;

Thence North 58°-41'-39" West, 255.31 Feet to a point;

Thence North 24°-03'-38" West, 108.40 Feet to a point;

Thence North 13°-22'-47" East, 73.61 Feet to a point;

Thence North 43°-43'-26" West, 139.64 Feet to a point;

Thence North 72°-50'-36" West, 263.80 Feet to a point;

Thence South 78°-54'-08" West, 42.60 Feet to a point;

Thence North 46°-49'-39" West, 115.24 Feet to a point;

Thence leaving said creek and partially with the boundary of Piccadilly Square, Phase I, North 5°-42'-11" East, 289.27 Feet to a point on the southerly right-of-way of Piccadilly Row;

Thence with the southerly right-of-way of Piccadilly Row, South 84°-17'-49" East, 860.00 Feet to a point;

Thence with a curve to the right having a Delta of 40°-01'-37", a Radius of 455.46 Feet, a Tangent of 165.90 Feet, and a Length of 318.19 Feet, being in a general East and Southeasterly direction to a point;

Thence South 44°-16'-12" East, 175.00 Feet to a point;

Thence South 41°-16'-17" East, 95.60 Feet to a point;

Thence with a curve to the right having a Delta of 90°-00'-00", a Radius of 25.00 Feet, a Tangent of 25.00 Feet, and a length of 39.27 Feet, being in a general southerly direction, to the point of beginning and containing 16.11 Acres.

The above described property is subject to drainage easements, utility easements, sewer easements and pedestrian way easements, all as shown on the Boundary Survey Plan as prepared by R. L. Spears & Company, plan recorded April 25, 1984.

Being the same property conveyed to A. G. Spanos Construction, Inc., a California corporation authorized to do business in Tennessee, by deed from Wellington Enterprises, Ltd., Inc., of record in Book 6235, Page 608, said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

1. All terms and conditions of the Agreement for Deed entered into by and between A.G. Spanos Construction, Inc., SELLER and Tennessee Investors, an Illinois Limited Partnership, BUYER/VENDEE dated June 26, 1984, a Memorandum of which is of record in Book 6325, page 849, said Register's Office.

2. Deed of Trust executed by A.G. Spanos Construction, Inc., to W. Fred Williams, Trustee, of record in Book 6295, page 621, said Register's Office, to secure to Great American Federal Savings Bank, a U.S. Corporation, the payment of one note in the original principal amount of $9,850,000.00 payable as set forth therein.

3. Assignment of Rents and Leases from A.G. Spanos Construction, Inc., a California Corporation, to Great American Federal Savings Bank, a U.S. Corporation, of record in Book 6295, page 654, said Register's Office.

4. UCC-1 from A.G. Spanos Construction, Inc., a California Corporation, Great American Federal Savings Bank, a U.S. Corporation, of record in Book 6295, page 664, and of record with the Secretary of State of the State of Tennessee No. 167967.

~~5. 1984 taxes constitute a lien, although the same are not yet due and payable.~~

6. All setback lines, drainage easements, sewer easements, utility easements, and pedestrian way easements as shown per plat surveys of record in Plat Book 5200, pages 762 and 763, Register's Office for Davidson County, Tennessee.

7. Quitclaim Deed - common area, of record in Book 6236, page 680, said Register's Office, as corrected by Deed of Correction of record in Book 6295, page 503, said Register's Office.

8. Declaration of Covenants and Restrictions of record in Book 6236, page 684, said Register's Office, as amended by instruments of record in Book 6295, page 506 through 547, said Register's Office.

9. Articles of Incorporation of Piccadilly Square Homeowner's Association of record in Book 6236, page 703, said Register's Office, as amended by instruments of record in Book 6295, page 548 through 571, said Register's Office.

10. By-Laws of Piccadilly Square Homeowner's Association of record in Book 6263, page 708, said Register's Office, as amended by instruments of record in Book 6295, pages 572 through 595, said Register's Office.

11. Information Brochure for Piccadilly Square Homeowner's Association of record in Book 6236, page 726, said Register's Office, as amended by instruments of record in Book 6295, pages 596 through 607, said Register's Office.

~~12. Deed of Trust from A.G. Spanos Construction, Inc. to Commonwealth Title Agency of Nashville, Inc., Trustee, not of record as of date and time of this policy, however, executed June 26, 1984, to secure to the First National Bank of Chicago one (1) note dated June 29, 1984 in the original principal amount of $4,195,000.00 payable as set forth therein.~~

12. 1985 taxes constitute a lien, but the same are not yet due and payable.

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

RECEIVED OF _____

FOR _____ BOOK 6483 PAGE 981

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

688000.00- CAMT.
1786.80 CSTAX
.50 PRFEE
15.00 WDEED
CHECK 1804.30-
7589A01/30/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 0 0 6 7

IDENTIF. REFERENCE

JAN 30 11 49 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 105099