Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
West End Terrace, Inc. c/o Gary Sisco 3815 Cleghorn Ave. Nashville, Tennessee 37215	Same	Map 103-2 Parcels 122 and 166

This instrument prepared by: Boult, Cummings, Conners & Berry, 222 Third Avenue, North, P. O. Box 198062, Nashville, TN 37219

BOOK 6528 PAGE 376

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, WHITE BRIDGE ROAD ASSOCIATES, LTD., a Tennessee Limited Partnership, having The Equity Group, Inc. (successor by Articles of Amendment to the Charter of Medical Equities, Inc.) as its general partner, (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said WEST END TERRACE, INC. (the "Grantee"), its 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 those matters shown on Exhibit B which is attached hereto and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is $4,700,000.00.

John N. Popham
Affiant

Subscribed and sworn to before me this 9 day of August, 1985.

Deborah K. Nutter
Notary Public
My Commission Expires: 5-13-87

NOTARY PUBLIC LARGE COUNTY STATE OF TENN.

This is improved property, known as Lion's Head Garden Apartments, 276 White Bridge Road, Nashville, TN. 37209.

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, its successors and assigns, forever.

And Grantor does covenant with the said 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 set forth hereinabove.

And Grantor does further covenant and bind itself, its successors and assigns, 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 whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 9th day of August, 1985, effective as of August 12, 1985 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

WHITE BRIDGE ROAD ASSOCIATES, LTD.
a Tennessee Limited Parthership

By: THE EQUITY GROUP, INC.,
General Partner

By: H.E. McLaughlin
H.E. McLaughlin, President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Deborah R. Lightfoot, a Notary Public in and for the County and State aforesaid, personally appeared H.E. McLaughlin, 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 President of THE EQUITY GROUP, INC., a corporation, which corporation is a general partner of WHITE BRIDGE ROAD ASSOCIATES, LTD., the within named bargainor, a Tennessee limited partnership, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of THE EQUITY GROUP, INC., as general partner on behalf of the limited partnership by himself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 9 day of August, 1985.

Deborah R Lightfoot
Notary Public

My Commission Expires: 5-13-87

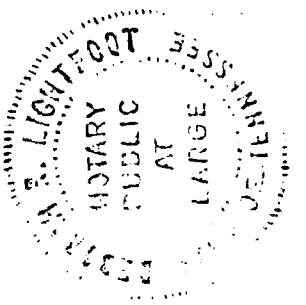


EXHIBIT A

TRACT I:

LAND in Davidson County, Tennessee, being part of Lot No. 23 on the Map of the C.C. Vernon Farm, as of record in Book 161, page 164, Register's Office for said County, described by survey by Barge, Waggoner, Sumner & Cannon dated May 10, 1983, revised May 12, 1983, as follows:

BEGINNING on the westerly margin of White Bridge Road at the northeast corner of said Lot No. 23; thence, S 78° 11' W, 314.74 feet; thence, N 6° 40' W, 319.96 feet; thence N 76° 22' E, 279.72 feet; thence S 12° 57' E, 327.65 feet to the beginning. Containing 2.20 acres, more or less.

TRACT II:

LAND in Davidson County, Tennessee, being part of Lot No. 25 on the Plan of the Subdivision of the C.C. Vernon Farm, as of record in Book 161, page 164, Register's Office for said County, part of which is shown on a survey made by Don Shanklin Engineering, dated July 24, 1972, and survey by Barge, Waggoner, Sumner & Cannon, dated May 11, 1983, described as follows:

BEGINNING at the corner of a concrete retaining wall in the east right-of-way of White Bridge Road; thence, with the east face of said wall along White Bridge Road, N 12° 57' W, 255.34 feet; thence, with a curve to the right having a central angle of 101° 35' a radius of 24.00 feet, 42.55 feet to a point in the south margin of Corbett Lane; thence, N 88° 28' E, 374.53 feet to a point in the west margin of Rural Avenue, thence, with said Rural Avenue, S 12° 54' E, 312.09 feet; thence, N 87° 46' W, 409.94 feet to the point of beginning. Containing 2.71 acres, more or less.

BEING the same property conveyed to WHITE BRIDGE ROAD ASSOCIATES, LTD., a Tennessee limited partnership, by deed from JOHN H. NOEL, III, TRUSTEE, of record in Book 6056, page 416, Register's Office for Davidson County, Tennessee.

EXHIBIT B BOOK 6628 PAGE 380

1. Real estate taxes for the current year which have been prorated between the parties.

2. Deed of Trust executed by J.R. Freeman, Trustee, to Herschel Greer, Trustee, of record in Book 4651, page 689, said Register's Office, dated October 31, 1972, to secure to Guaranty Mortgage Company of Nashville, an indebtedness in the amount of $413,300.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal, interest, and service fee, as assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4679, page 973, said Register's Office. (TRACT I)

3. Financing Statement and Chattel Mortgage of record in Book 4651, page 692, and Book 5269, page 140, continued by instrument of record in Book 6027, page 662, said Register's Office. Said Financing Statement was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4680, page 444, said Register's Office. (TRACT I)

4. Assignment of Rents of record in Book 4651, page 696, said Register's Office. Said Assignment of Rents was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4679, page 978, said Register's Office. (TRACT I)

5. Deed of Trust executed by J.R. Freeman, Trustee, to Herschel Greer, Trustee, of record in Book 4651, page 680, said Register's Office, dated October 31, 1972, to secure to Guaranty Mortgage Company of Nashville, an indebtedness in the amount of $590,000.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal, interest, and service fee, as assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4679, page 975, said Register's Office. (TRACT II)

6. Financing Statement of record in Book 4651, page 683, and Book 5269, page 141, and continued by instrument of record in Book 6027, page 661, said Register's Office. Said Financing Statement was assigned to Interstate Life &Accident Insurance Company by instrument of record in Book 4680, page 443, said Register's Office. (TRACT II)

7. Assignment of Rents of record in Book 4651, page 687, Register's Office. Said Assignment of Rents was assigned to Interstate Life & Accident Insurance Company by instrument of record in Book 4679, page 976, said Register's Office. (TRACT II)

8. Wraparound Deed of Trust executed by White Bridge Road Associates, Ltd., to Jack W. Robinson, Trustee, of record in Book 6056, page 451, said Register's Office, dated May 13, 1983, to secure to 271 Limited, a Tennessee limited partnership, an indebtedness in the amount of $1,445,294.00, and any other sums which may be and become payable under the terms

thereof, including, but not limited to, principal, interest, and service fee. (TRACT I)

9. Financing Statement filed in Book 6056, page 484, said Register's Office. (TRACT I)

10. Wraparound Deed of Trust executed by White Bridge Road Associates, Ltd., to Jack W. Robinson, Trustee, of record in Book 6056, page 421, said Register's Office, dated May 13, 1983, to secure to 271 Limited, a Tennessee limited partnership, an indebtedness in the amount of $1,899,706.00, and any other sums which may be and become payable under the terms hereof, including, but not limited to, principal, interest, and service fee. (TRACT II)

11. Financing Statement filed in Book 6056, page 481, said Register's Office. (TRACT II)

12. Financing Statement filed in Book 6147, page 390, said Register's Office, securing an indebtedness in the amount of $9,624.35 to Electric Power Board of the Metropolitan Government of Nashville and Davidson County. (TRACT I)

13. Restrictive Covenants contained in instrument of record in Book 3642, page 417; said Register's Office. (TRACT II)

14. Rights with reference to an 8-inch sanitary sewer shown on Plans for Project No. 64-s-16 on file in the Office of metropolitan Sewerage Service Division, as referred to in Deed of Conveyance of record in Book 3840, page 386, said Register's Office. (TRACTS I and II)

15. Easement for sanitary sewers and/or storm drainage granted Metropolitan Government by William G. Blackman, of record in Book 3859, page 859, said Register's Office. (TRACT II)

16. Permanent and Temporary construction easements as set out in Final Orders of record in Book 5894, pages 97 and 101, said Register's Office.

17. An easement for Television Cable granted Viacom Cablevision by instrument of record in Book 5974, page 755, said Register's Office.

18. Unrecorded Lease Agreements with Home Coin Laundry dated December 6, 1977.

19. Rights of tenants in possession of apartments under existing leases.

20. Unrecorded Financing Statement with regard to an indebtedness in the original principal amount of $7,879.09 to the Electric Power Board of the Metropolitan Government of Nashville and Davidson County. (TRACT II)

RUSH

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Aug 12 2 38 PM '85

IDENTIFICATION REFERENCE

27.950

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6628 PAGE 382

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO	4,700,000.00	12220.00 CSTAX	
			.50 PRFEE	
			18.00 MORTG	
			CHECK	12238.50-
6676A08/12/85			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

27950

IDENTIFICATION REFERENCE

AUG 12 2 19 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 162653