File Box 41

This instrument prepared by:
W. Fred Williams
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

BOOK 7857 PAGE 177

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Third National Bank in Nashville 201 Fourth Avenue North Nashville, TN 37244	SAME	107-0-73 Field Book 2DA-51775

TRUSTEE'S DEED

This instrument made and entered into on this the 2nd day of June, 1989, by David J. White, Trustee (hereinafter referred to as "Trustee").

WHEREAS, by Deed of Trust dated as of the 1st day of November, 1985, of record in Book 6720, page 876, Register's Office for Davidson County, Tennessee (the "Deed of Trust") Cambridge Square, Ltd. ("Cambridge") conveyed to David J. White, Trustee, the hereinafter described real estate (the "Land") and all of the buildings, structures, fixtures, accessions and other facilities, which are now or hereafter located on the Land (the "Building") (said Land and Building being collectively referred to herein as the "Property"), to secure payment of an indebtedness in the amount of $5,400,000.00, including Loan Payments as defined in that certain Loan Agreement ("Loan Agreement") dated as of November 1, 1985 between Cambridge and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County ("Issuer"), and such additional amounts, if any, which together with other monies available would be sufficient to enable the Issuer to pay when due the aggregate principal amount Multifamily Housing Revenue Bonds, Series 1985 (Cambridge Square, Ltd. Project), dated as of November 1, 1985 (the "Series 1985 Bonds") (collectively, the "Indebtedness") evidenced by a Non-Recourse Promissory Note ("Note") from Cambridge to Issuer dated as of November 1, 1985 as described in said Deed of Trust; and,

WHEREAS, the Promissory Note was issued pursuant to the Loan Agreement which Loan Agreement was incorporated in its entirety as a part of the Note; and,

WHEREAS, the Borrower executed a certain Security Agreement dated as of November 1, 1985 and a certain Collateral Assignment of Rents and Leases dated as of November 1, 1985 to further secure the payments and performance of its obligations under the Note; and

WHEREAS, the Note is presently held and owned by Third National Bank in Nashville, as Trustee ("Third National") pursuant to that certain Trust Indenture ("Indenture") dated as of November 1, 1985 by and between Issuer and Third National, as trustee; and

WHEREAS, the indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust declared the Deed of Trust and Note to be in default; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Trustee to sell the Property held as security under the Deed of Trust as provided therein, and the Trustee caused notice to be published as provided in the Deed of Trust and Note in The Nashville Record that the Property would be sold at 11:00 a.m. on June 2, 1989, at the South door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in said paper on May 11, 1989, May 18, 1989 and May 25, 1989, and following such notice the default was not cured; and

WHEREAS, the Trustee at the time, place and date specified in said notices offered the Property for sale, and after opening the floor for competitive bids, sold said Property to Third National Bank in Nashville, Trustee pursuant to the Indenture, at the price of Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, David J. White, Trustee as aforesaid, in consideration of the premises and the sum of Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Third National Bank in Nashville, Trustee pursuant to the Indenture, its successors and assigns, all of my right, title and interest in and to the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being located in the northeast quadrant of Massman Drive and Glastonbury Drive and more particularly described as follows:
>
> Beginning at a point in the southeast radius return of the intersection of Glastonbury Drive with Massman Drive; thence with the chord of a curve to the right having a radius of 40.0 feet, an interior angle of 90°, and a length of 62.83 feet, N 4° 28' 18" E 56.57 feet to a point, the beginning of a curve to the left; thence with the chord of said curve, having a radius of 290.0 feet, an interior angle of 55° 18' 30" and a length of 279.94 feet, N 21° 48' 55" E 269.20 feet to a point, the beginning of a curve to the right; thence with the chord of said curve, having a radius of 939.31 feet, an interior angle of 35° 56' 39", and a length of 589.27 feet N 12° 08' 07" E 579.65 feet to a point; thence leaving the right of way of Glastonbury Drive S 63° 36' 15" E 568.57 feet to a point; thence S 7° 52' 23" W 836.52 feet to a point; thence N 83° 59' 46" W 9.62 feet to a point; thence S 49° 28' 08" W 329.95 feet to an iron pin in the northern right of way margin of Massman Drive; thence N 40° 31' 52" W 555.0 feet to the point of beginning, containing 14.21 acres, more or less.
>
> Being the same property conveyed to Cambridge Square, Ltd. by deed from Nashville Associates, Ltd., a Georgia limited partnership, of record in Book 6720, page 840, Register's Office for Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all buildings, structures, fixtures, accessions and other facilities and improvements thereon, in bar of all rights of homestead, equity of redemption, statutory right of redemption and all other rights or exemptions of every kind, including, but not limited to, statutory right to an elective share in the Property as provided in, but only to the extent provided in, said Deed of Trust.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following:

(1) Any and all unpaid taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such easements and restrictions as may be applicable.

(5) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(6) Rights or claims of parties in possession.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(8) Items shown on the survey of AA Engineers, dated October 11, 1985.

(9) All matters shown on the plans of record in Book 3842, page 198, Book 3842, page 275; and Book 4595, page 31, Register's Office for Davidson County, Tennessee.

(10) Any other liens, defects, encumbrances, adverse claims or other matters which take prior over the Deed of Trust under which said foreclosure was held or which affect the land herein conveyed.

(11) Remaining rights of redemption, if any.

WITNESS the signature of the Trustee on this the day and date first above written.

David J. White, Trustee

David J. White, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Dolly E. Skipper, a Notary Public of the State and County aforesaid, personally appeared David J. White, 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 Trustee, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 2nd day of June, 1989.

Dolly E. Skipper
Notary Public

My commission expires: 5/8/91

1820 06/05 0101 03CHECK 14865.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00).

Affiant

Subscribed and sworn to before me this the 2nd day of June, 1989.

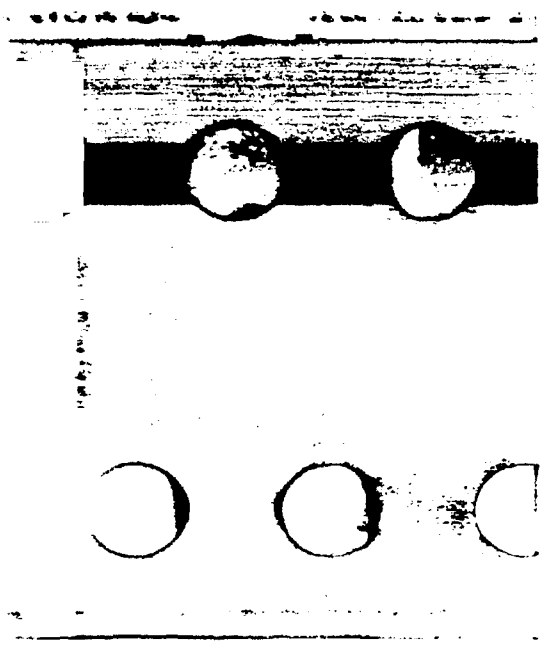
Notary Public

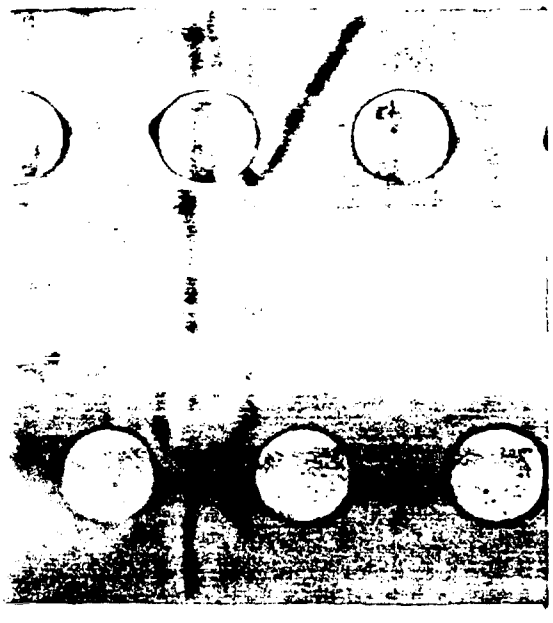
My commission expires: 3/27/93

38521

JUN 5 2 34 PM '89

1559E/06-02-89





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7857 PAGE 182

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT
4500000.00
CON TX 14850.00
PRFEE 0.50
WDEED 15.00

TOTAL 14865.50
CHECK 14865.50

06/05/89 01 14:37 0001 1820

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

385217

JUN 5 2 34 PM '89

No. 216182