Box 62 (304)

This Instrument Prepared By:
O'Hare, Sherrard & Roe
424 Church Street, Suite 2000
Nashville, TN 37219-2375

BOOK 8062 PAGE 420

TRUSTEE'S DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Numbers:
380 Limited Partnership 3833 Cleghorn Avenue Suite 400 Nashville, Tennessee 37215	Same	Map 133-16, Parcel 210

WHEREAS, by Wrap Deed of Trust and Security Agreement dated as of November 1, 1988, of record in Book 7700, page 894, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"), Tennessee Trust Company, Trustee, as Grantor, conveyed to H. Marshall Greene, as Trustee, with John R. Voigt, as Beneficiary, the hereinafter described real property (hereinafter referred to as "Property") to secure the indebtedness therein described (hereinafter referred to as the "Indebtedness");

WHEREAS, default having occurred in the payment of the Indebtedness, and in accordance with the terms of the Deed of Trust, the Beneficiary, as lawful owner and holder thereof declared that entire Indebtedness due and owing; and

WHEREAS, the Beneficiary directed H. Marshall Greene, as Trustee, to sell the Property, and in accordance with the terms of the Deed of Trust, and pursuant to said direction, H. Marshall Greene, Trustee, did advertise by advertisement published on February 15, 1990, February 22, 1990, and March 1, 1990, in The Nashville Record, a newspaper of general circulation published in Davidson County, Tennessee, the property for sale on March 9, 1990, at the south door of the Davidson County Courthouse in Nashville, Davidson County, Tennessee, at public outcry, to the best bidder for cash or credit upon the indebtedness secured if the holder is the successful purchaser, free from the equity of redemption, the statutory right of redemption, homestead and dower and all other rights and exemptions of every kind, all of which are expressly waived in said Deed of Trust;

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, 380 Limited Partnership, a Tennessee limited partnership, was the highest and best bidder;

NOW, THEREFORE, the undersigned, H. Marshall Greene, Trustee, in consideration of the sum of Two Million Two Hundred Two Thousand Six Hundred Fifty-One and 84/100 ($2,202,651.84) credit on the Indebtedness and assumption of certain prior indebtedness, pursuant to the bid of 380 Limited Partnership, a Tennessee limited partnership, has bargained and sold, and by these presents does hereby transfer and convey unto 380 Limited Partnership, a Tennessee limited partnership, its successors and assigns, the following described property located in Davidson County, Tennessee:

A tract of land in the First Civil District of Davidson County, Tennessee, being generally described as follows:

Lot No. 2 as shown on the Resubdivision - Section One of the Barcelona Apartments of record in Plat Book 5200, page 410, said

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Register's Office, and being more particularly described according to a survey prepared by Turner Engineering Co., Inc. dated July 15, 1983, Job No. 66-61, as follows:

Beginning at a concrete monument in the northerly right-of-way of Harding Place, said monument being north of and 60' from the centerline of said Harding Place, and being the southwest corner of the herein described Lot 2 and the southeast corner of the resubdivision of Tanglewood Hills as recorded in Book 5200, Page 25, R.O.D.C., and proceeding as follows:

1. With the easterly line of Tanglewood Hills, North 14°-44' West a distance of 1310.24' to a concrete monument; thence,

2. Continuing with Tanglewood Hills, North 15°-48' West a distance of 180.68' to a concrete monument; thence,

3. Continuing with Tanglewood Hills, North 43°-24' West a distance of 461.92' to a concrete monument in the southerly right-of-way of an old county road; thence,

4. With said right-of-way, North 33°-43' East a distance of 25.29' to a concrete monument; thence,

5. Leaving said right-of-way and running with the westerly line of Kenilworth Estate, Section 3, as recorded in Book 2900, pages 149 and 150, R.O.D.C., South 41°-59' East a distance of 92.21' to a concrete monument; thence,

6. Continuing with Kenilworth Estates, South 42°-46' East a distance of 379.44' to a concrete monument; thence;

7. Continuing with Kenilworth Estates, South 20°-44' East a distance of 216.53' to a concrete monument; thence,

8. Continuing with Kenilworth Estates, South 55°-01' East a distance of 149.91' to a concrete monument; thence,

9. Continuing with Kenilworth Estates, North 86°-31' East a distance of 34.40' to a concrete monument in the westerly right-of-way of Dolphin Drive;

10. Thence around a curve to the left, said curve having a radius of 235.8', a distance to 79.15' to an iron pin; thence

11. North 86°-31' East a distance of 76.2' to a concrete monument in the easterly right-of-way of Dolphin Drive; thence,

12. Leaving the right-of-way of Dolphin Drive and continuing with Kenilworth Estates, Section 3, South 33°-01' East a distance of 21.4' to a concrete monument; thence,

13. Continuing with Kenilworth Estates, South 35°-48' East a distance of 95.0' to a concrete monument; thence,

14. Continuing with Kenilworth Estates, South 38°-57' East a distance of 47.96' to a concrete monument; thence,

15. Leaving Kenilworth Estates, Section 3, and running with the westerly line of Lot 1 of Barcelona Apartments, South 47°-54' West a distance of 70.0' to an iron pin; thence,

16. South 51°-46' East a distance of 110.0' to an iron pin; thence,

17. South 38°-14' West a distance of 112.0' to an iron pin; thence,

18. South 51°-46' East a distance of 377.5' to an iron pin; thence,

19. South 38°-14' West a distance of 57.99' to an iron pin; thence,

20. South 47°-18' East a distance of 344.39' to an iron pin, said pin being in the northerly right-of-way of Harding Place and being the southwest corner of Lot 1, Barcelona Apartments, and being the southeast corner of the herein described lot; thence,

21. South 65°-40' West a distance of 584.38' to the point of beginning.

TOGETHER with all buildings, structures and other improvements now or hereafter located on the Property or any part and parcel thereof; and

TOGETHER with all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with any and all furniture, fixtures, equipment and machinery whether now owned or hereafter acquired located on the Property.

BEING the same property conveyed by Tennessee Trust Company, as successor trustee, pursuant to Appointment of Substitute Trustee, of record in Book 6124, page 12, wherein Tennessee Trust Company is successor to David W. Talley, Trustee, by deed from Residential Resource Group, Inc. of record in Book 6108, page 691, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to 380 Limited Partnership, a Tennessee limited partnership, its successors and assigns, forever; and H. Marshall Greene, Trustee, does hereby transfer, assign, and set over unto 380 Limited Partnership all of his right, title and interest in the said Property with full benefit of the warranties of the Grantor contained in the Deed of

Trust to the maximum extent that he can or should do as Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said H. Marshall Greene, Trustee, has executed this instrument as of the 9th day of March, 1990.

H. Marshall Greene, Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, the within named H. Marshall Greene, Trustee, the 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 in Nashville, Tennessee, this 12th day of March, 1990.

Notary Public

My Commission Expires:
1-23-93

1430 03/12 0101 03CHECK 7281.91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,202,651.84.

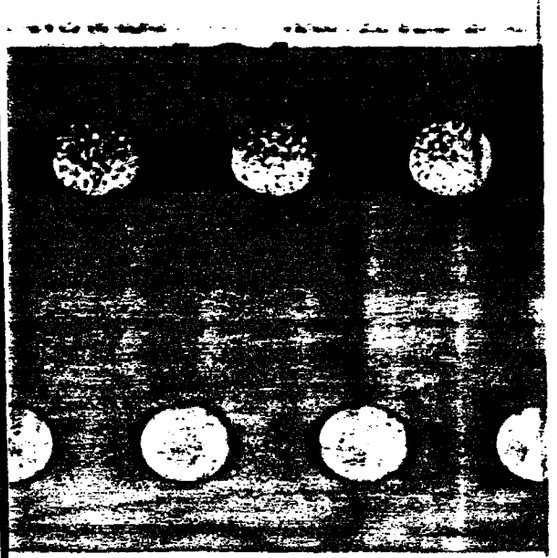
Affiant

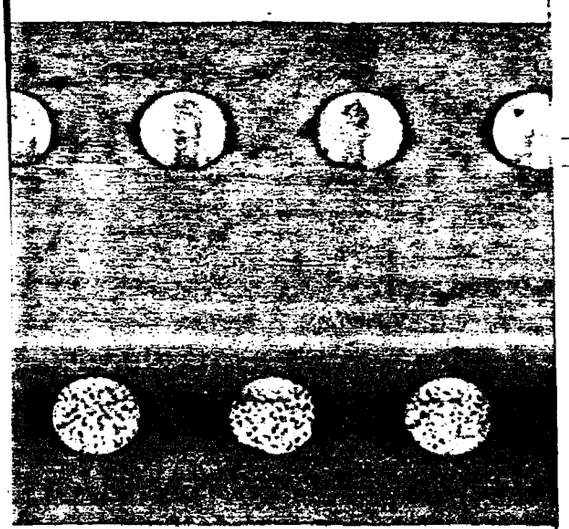
Subscribed and sworn to before me this 12th day of March, 1990.

Notary Public

My Commission Expires:
1-23-93

hmg\maddox\trbilded.004





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

RECEIVED OF _____

FOR _____

BOOK 8062 PAGE 424

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
			CAMT	
				2202651.84
			CON TX	7268.91
			PRFEE	1.00
			WDEED	12.00
			TOTAL	7281.91
			CHECK	7281.91
03/12/90	01		10:45 0001	1430

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIF. REFERENCE

MAR 12 10 47 AM '90

DAVIDSON COUNTY TN.

No. 299911