Box 18 (KGK)

#19613 08/10/90 jef

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (LRA)
First American Center
Nashville, Tennessee 37238

SUCCESSOR TRUSTEE'S DEED

BOOK 8172 PAGE 509

Address New Owner(s) As Follows	Send Tax Bills To:	Map-Parcel Numbers:
Home Savings of America, F. A. 1001 Commerce Drive Irwindale, CA 91706	Same	Map: 161 Parcel: 141

WHEREAS, by Deed of Trust dated January 29, 1986, and recorded in Book 6776, page 898, Register's Office for Davidson County, Tennessee, Plaza Partners No. 2 conveyed to Richard H. Kremer and William Gibbons, Co-Trustees, the hereinafter-described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured appointed the undersigned as Successor Trustee by instrument recorded in Book 7056, page 646, said Register's Office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was by the undersigned advertised for sale in conformity with the terms and provisions of said Deed of Trust, by which advertisement the sale was appointed to be held on the 9th day of August, 1990 at the Davidson County Courthouse, Nashville, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale as provided in the aforesaid Deed of Trust and advertisement, at which sale, Home Savings of America, F.A., the holder of the secured indebtedness, being the highest and best bidder, became the purchaser of said property at and for the sum of Three Million Dollars ($3,000,000.00.);

NOW, THEREFORE, in consideration of the premises, the undersigned, Rebecca A. Gibbs Davidson, as Successor Trustee, does hereby grant, bargain, sell and convey to the said Home Savings of America, F.A., in fee simple forever, the property in Davidson County, Tennessee that is more particularly described on Exhibit A and Annex A, which are incorporated herein by reference; subject to all unpaid taxes and to all other restrictions, easements and encumbrances of record that have priority over the lien and security title of the aforesaid Deed of Trust.

48586

IDENTIFICATION

AUG 10 1 49 PM '90

FILED & WILSON ET REGISTER
DAVIDSON COUNTY, TENN.

TO HAVE AND TO HOLD the real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Home Savings of America, F. A., in fee simple forever, to whom the said Rebecca A. Gibbs Davidson, Successor Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through, or under her as such Successor Trustee, but not further or otherwise.

IN WITNESS WHEREOF, Rebecca A. Gibbs Davidson as Successor Trustee, has caused this instrument to be executed this the 9th day of August, 1990.

Rebecca A. Gibbs Davidson, formerly Rebecca A. Gibbs
Rebecca A. Gibbs Davidson
Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Rebecca A. Gibbs Davidson, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 9th day of August, 1990.

Notary Public

My Commission Expires:

5/8/91

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value of the property is $ 3,00.00.00.

Affiant

Subscribed and sworn to before me this 9th day of August, 1990.

Notary Public

My Commission Expires:

March 27, 1993

EXHIBIT A

Land in Davidson County, Tennessee, being part of Lot. No. 1 on the Plat of The Timbers as of record in Book 4460, page 109, Register's Office for said County, located generally on the West side of Nolensville Road, North of Old Hickory Boulevard, according to a survey made by Hart-Freeland-Roberts, Inc. dated February 3, 1981, and being more particularly described as follows:

Beginning at a concrete monument in the west margin of Nolensville Road, said point being in the southeast corner of Kingswood Park Subdivision, as of record in Book 2900, page 70, and said point being 435.75 feet South of the centerline of Brewer Drive; thence along the west margin of Nolensville Road S 14 deg. 05' E a distance of 210.0 feet to a point; thence N 83 deg. 59' W a distance of 532.43 feet to a point; thence S 14 deg. 05' E a distance of 431.23 feet to a point; thence N 88 deg. 37' W. a distance of 615.00 feet to a point; thence S 80 deg. 51' W a distance of 242.00 feet to a point; thence N 44 deg. 09' W a distance of 220.00 feet to a point; thence N 51' deg. 51' E, a distance of 185.0 feet to a point; thence N 27 deg. 09' W, 253.0 feet to a point; thence N 18 deg. 24' W a distance of 194.0 feet to a point; thence N 0 deg. 32' W a distance of 57.29 feet to a point; thence S 83 deg. 59' E a distance of 1,420.0 feet to the point of beginning, containing 15.67 acres, more or less.

Being the same property transferred to Hickory Woods Limited, a Tennessee limited partnership by the terms of the Order of Confirmation of Restated Plan of Reorganization of Plaza Partners No. 2 d/ba/a Hickory Woods Apartments and the Second and Third Amendments thereto as confirmed by Order of the United States Bankruptcy Court for the Middle District of Tennessee in Case number 387-05966 of record in Book 7647, page 963, Book 7647, page 967, and Book 7647, page 980, Register's Office for Davidson County, Tennessee.

ANNEX A

All buildings, structures, improvements and fixtures of every nature whatsoever, now or hereafter constructed or situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boiler, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, blinds, awnings, and storm sashes which are or shall be attached to said buildings, structures, or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Grantor's personal automobiles, if any, and also excluding removable personal property owned by bona fide tenants unrelated to Grantor occupying portions of the Premises), books and records pertaining to Grantor or the Premises, chattels, inventory, accounts, farm products, consumer goods, general intangibles, and personal property of every kind and nature whatsoever now or hereafter owned by Grantor and located in or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the Premises, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements, and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title, and interest of Grantor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles, and personal property subject to or covered by any prior security agreement conditional sales contract, chattel, mortgage, or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Grantor or on behalf of Grantor, all trade names, trademarks, service marks, logos, and goodwill related thereto which in any way now or hereafter belong, relate, or appertain to the Premises or any part thereof, or are now or hereafter acquired by Grantor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods, and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the land as part of the Premises as between the parties hereto and all persons claiming by, through, or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed of Trust. The location of the above-described collateral is also the location of the Land.

All easements, rights-of-way, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on the land or under or above the same or any part of parcel thereof, and including all rights, powers, privileges and immunities of ingress and egress to and from as well as use and benefits over or upon, adjoining, property (whether now existing or hereafter arising) and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating, or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereinafter acquired by Grantor.

All rents, income, revenues, contract rights, accounts, leases, tenant security deposits, royalties and profits now due or which may hereafter become due under or by virtue of any lease, license, or agreement, whether written or oral, for the use or occupancy of the Premises or any part thereof; and

All judgments, decrees, awards, compensation, and settlement in lieu thereof, made as a result of (i) the taking by power of eminent domain of the whole or any part of the Premises, including a temporary taking, a change of grade of the streets, a taking of access, or any awards for damages sustained to the Premises; or (ii) any other injury to, taking of, or decrease in value of the Premises; and

All building supplies and materials, to the extent of Grantor's interest therein, now or hereafter located at, in or on said Premises, prior to incorporation of said building materials in the building or improvements on said land; and

All proceeds of hazard or other insurance policies maintained with respect to any Collateral described above or with respect to the buildings or improvements, fixtures and personal property now or hereafter located at, in or on said Premises (whether or not Creditor is loss payee thereof); and

All proceeds of the foregoing Premises or of any part thereof. Although proceeds are covered by this instrument, Creditor does not authorize the sale or other transfer of any of the Premises or the transfer of any interest in the Premises.

As used herein, the word "Premises" includes each of the foregoing classifications or property, whether now owned or hereafter acquired by the Grantor and however its interest therein may arise or appear (whether equitable or legal, by ownership, lease, contract, rentals, security interest, claim or otherwise).

8956 08/10 0101 03CHECK 9916-00

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8172 PAGE 514

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 3000000.00
CON TX 9900.00
PRFEE 1.00
WDEED 15.00
TOTAL 9916.00
CHECK 9916.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/10/90 01 13:50 0001 8956

48586

IDENTIFICATION REFERENCE

AUG 10 1 49 PM '90

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 345398