Bk 33

BOOK 8306 PAGE 727

Tax Map & Parcel No. 161-141
FB # 06DU 71132

Address of New Owner:
Hickory Woods Apartments L.P.
1901 21st Avenue South
Nashville, Tennessee 37212

This instrument prepared by:

TRUE & ROHDE
8080 Central Expressway
Ninth Floor
Dallas, Texas 75206-1887

Address for Tax Statements:
Hickory Woods Apartments L.P.
1901 21st Avenue South
Nashville, Tennessee 37212

SPECIAL WARRANTY DEED
(WITH VENDOR'S LIEN)

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT HOME SAVINGS OF AMERICA, F.A., a federal savings and loan association ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration paid by HICKORY WOODS APARTMENTS, L.P., a Tennessee limited partnership ("Grantee"), whose mailing address is 1901 21st Avenue South, Nashville, Tennessee 37212, and in further consideration of the execution and delivery by Grantee of a certain promissory note (the "Note") of even date herewith payable to the order of Grantor in the stated principal amount of ONE MILLION SIX HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($1,615,000.00) bearing interest as therein provided, said Note being secured by a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith, from Grantee to C. DeWEES BERRY IV, Trustee, for the benefit of Grantor, HAS GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL, and CONVEY unto Grantee all that certain land situated in Davidson County, Tennessee, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, appurtenances, buildings, structures, fixtures and improvements being herein together referred to as the "Property").

This conveyance is made subject to the Permitted Exceptions set forth on Exhibit "B" hereto, to the extent the same are valid and subsisting and affect the Property.

Grantee assumes the obligation to pay all ad valorem taxes assessed against the Property for the calendar year in which this conveyance becomes effective, such taxes having been prorated

between Grantor and Grantee as of the closing date of this conveyance.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors, and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular title to the Property unto Grantee and Grantee's heirs, legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, as aforesaid.

Any and all improvements and personal property conveyed hereby are conveyed and accepted "AS IS", "WHERE IS", "WITH ALL FAULTS" and "IN ITS PRESENT CONDITION."

It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the Note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute; provided, however, that Grantor, or its successors in interest, shall not be entitled to enforce said vendor's lien or assert said superior title unless said Grantor, or its successors in interest, is also at such time entitled to exercise its rights of foreclosure under the terms of the Deed of Trust which secures payment of the Note.

EXECUTED this 8th day of March, 1991.

GRANTOR:

HOME SAVINGS OF AMERICA, F.A.,
a federal savings and loan
association

By: _____
Ed Hamilton,
Senior Vice President

STATE OF ~~TEXAS~~ Tennessee §
§
COUNTY OF Davidson §

Personally appeared before me, James G. Lackey III, a Notary Public, Ed Hamilton, with whom I am personally acquainted, and who further acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that Ed Hamilton is the Senior Vice President of Home Savings of America, F.A., a federal savings and loan association, and is

authorized by the association to execute this instrument on behalf of the association.

WITNESS my hand, at office, this 8th day of March, 1991.

Notary Public

My Commission Expires:

11/21/92

STATE OF Tennessee §
§
COUNTY OF Davidson §

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $1,900,000.00.

Affiant

Sworn to and subscribed before me this 8th day of March, 1991.

Notary Public

My Commission Expires:

11/21/92

EXHIBIT "A"

PROPERTY DESCRIPTION

BOOK 8306 PAGE 730

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 63 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 conveyed to Home Savings of America, F.A., by Successor Trustee's Deed of record in Book 8172, page 509, said Register's Office.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for 1991, a lien but not yet due and payable.

2. Easement for construction and maintaining sanitary sewers was granted First Suburban Water District of Davidson County, Tennessee (Radnor Water District) as more fully set forth in instrument of record in book 4670, page 26, said Register's Office.

3. An eight-inch sewer line easement and conditions of owner's certificate as shown on the Plan of The Timbers, of record in Book 4460, page 109, said Register's Office.

4. Rights of tenants in actual possession.

5. Reciprocal Driveway Easement with American Fletcher National Bank by instrument of record in book 5539, page 503, said Register's Office.

6. An encroachment of a concrete block building and a fence located on the adjacent property to the north onto the subject property as disclosed by a survey made by Campbell Surveying Co., Inc., on 2-27-91 as file n. 910219.

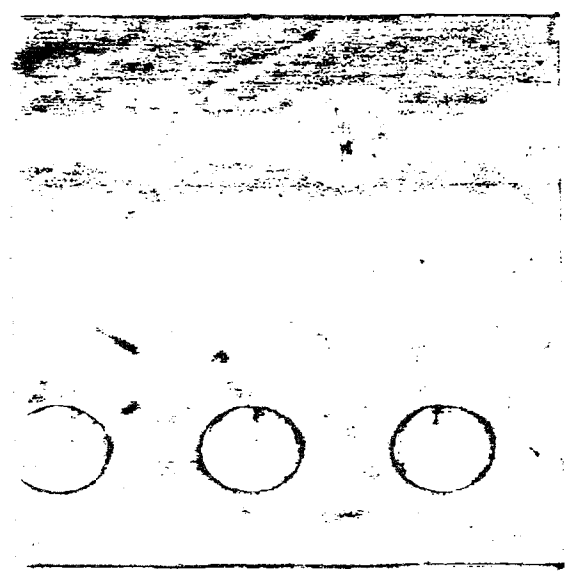
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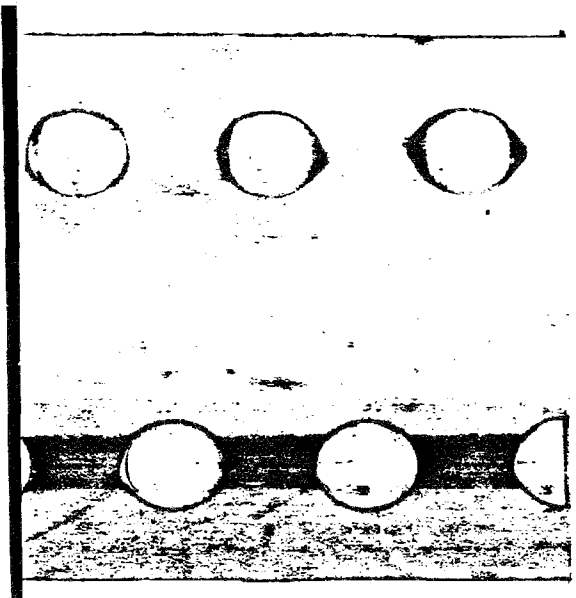
IDENTIF. REFERENCE

MAR 8 4 02 PM '91

DAVIDSON COUNTY TN.

225 02/08 0101 03CHECK 6286.00





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8306 PAGE 732

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	
				1900000.00
			CON TX	6270.00
			PRFEE	1.00
			WDEED	15.00
			TOTAL	6286.00
			CHECK	6286.00
03/08/91	01	16:03 0001		2256

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98U23

IDENTIF. REFERENCE

Mar 8 4 02 PM '91

FELIX Z. WILSON
DAVIDSON COUNTY TN.

No. 403068