This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

BOOK 8893 PAGE 311

Address New Owner(s):	Send Tax Bills to:	Map/Parcel No.:
Harbour Town, L.P.	NEW OWNER	136-15-32
C/O HARBOUR TOWN PROPERTIES, INC.		136-15-33
611 COMMERCE STREET #2723		
NASHVILLE TN 37203		

4648 03/22 0101 03CHECK 11572.00

SPECIAL 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 of which is hereby acknowledged, State Mutual Life Assurance Company of America (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to Harbour Town, L.P., a Tennessee limited partnership, (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

> That certain tract of parcel of land located in Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto.

This is improved property known as Harbour Town Apartments.

IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "AS IS, WHERE IS, WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY BY GRANTOR EXCEPT AS EXPRESSLY SET FORTH HEREIN. GRANTOR HAS NOT MADE AND IS NOT MAKING ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, WORKMANSHIP, CONDITION, STATE OF REPAIR, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY OF DIMENSIONS, WHETHER THE IMPROVEMENTS ARE STRUCTURALLY SOUND, IN GOOD CONDITION, OR IN COMPLIANCE WITH APPLICABLE CITY, COUNTY, STATE OR FEDERAL STATUTES, CODES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, ANY RELATING IN ANY WAY TO HAZARDOUS MATERIALS OR ANY ENVIRONMENTAL MATTERS AND THE AMERICANS WITH DISABILITIES ACT, OPERATION OF MECHANICAL SYSTEMS, EQUIPMENT AND FIXTURES, SUITABILITY OF SOIL OR GEOLOGY, ABSENCE OF DEFECTS OR HAZARDOUS OR TOXIC MATERIALS OR WASTES, ANY PAST, PRESENT OR FUTURE OPERATING RESULTS, INCLUDING BOTH INCOME AND EXPENSES, ANY PROJECTIONS WITH RESPECT TO OPERATING RESULTS, THE FINANCIAL VIABILITY OF THE PROPERTY, OR THE COMPLETENESS OR ACCURACY OF ANY

BOOKS OR RECORDS OF SELLER PERTAINING TO THE PROPERTY; AND GRANTEE ACKNOWLEDGES AND REPRESENTS THAT GRANTEE IS ACCEPTING THIS DEED WITHOUT RELYING UPON ANY SUCH STATEMENT, REPRESENTATION OR WARRANTY MADE BY GRANTOR OR BY GRANTOR'S AGENT OR BY ANY OTHER PERSON AND BASED SOLELY UPON GRANTEE'S OWN INSPECTIONS, INVESTIGATIONS AND FINANCIAL ANALYSIS OF THE PROPERTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 18th day of March, 1993.

STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA

By: ALLMERICA REALTY ADVISORS, INC., its authorized agent

By: _____

Title: Senior Investment ~~Advisor~~ Manager

COMMONWEALTH
~~STATE~~ OF MASSACHUSETTS)
)
COUNTY OF WORCESTER)

Before me, Jane Greenlees, a Notary Public in and for the County and State aforesaid, personally appeared John E. Campbell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (himself/herself) to be Senior Investment ~~Advisor~~ Manager of Allmerica Realty Advisors, Inc., the authorized agent of STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA, the within named bargainor, a corporation, and that (he/she) as such Senior Investment ~~Advisor~~ Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of Allmerica Realty Advisors, Inc., the authorized agent of such corporation by (himself/herself) as Senior Investment ~~Advisor~~ Manager.

Witness my hand and seal, at office in Worcester, Massachusetts, this 18th day of March, 1993. ~~xxx1992~~.

Jane Greenlees

JANE GREENLEES
My Commission Expires July 18, 1997

Notary Public

My Commission Expires:

July 18, 1997

RECORDERS MEMO
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STATE OF Tennessee)
)
COUNTY OF Davidson)

The actual consideration of value, whichever is greater, for this transfer is $3,150,000.00.

Andrew G. Higgins
Affiant

Subscribed and sworn to before me this 19th day of March, 1993.

Notary Public

My Commission Expires: 11/30/96

MAR 22 12 33 PM '93
REGISTER OF WILSON CO. TN
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

0 2 2 6 1

W6:JFK0120933.SF

EXHIBIT A

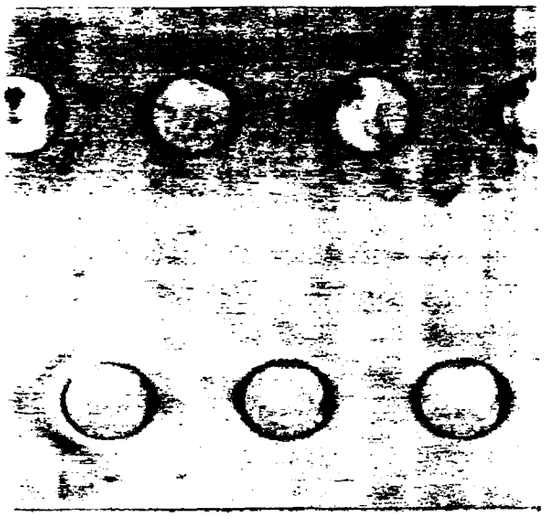
LAND in the Second (2nd) Civil District of Davidson County, Tennessee, being two (2) tracts as shown on the Plat of Harbour Town Apartments of record in Book 4675, page 10, Register's Office for Davidson County, Tennessee, and being more fully described according to survey of Regan-Smith-Murphy & Associates, Inc., dated May 9, 1984, as follows:

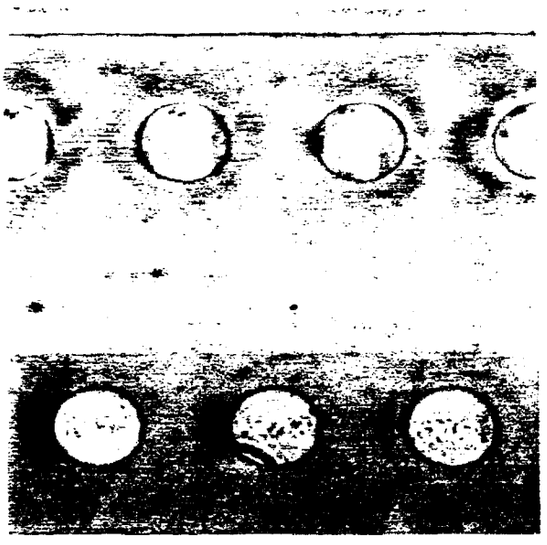
TRACT A: Beginning at the easterly end of the southeast return at the intersection of New Smith Springs Road and Anderson Road; thence with the southerly margin of New Smith Springs Road South 86° 38' East 806.55 feet to the beginning of a curve; thence, southerly with said curve, having a 25.00 foot radius to the right, 39.27 feet to a point in the westerly margin of Old Anderson Road; thence with said margin southerly with a 205.47 foot radius curve to the right 131.33 feet to a point; thence, continuing southwesterly along a 675.47 foot radius curve to the right 219.84 feet to a point; thence, South 58° 38' West, 125.65 feet to a point; thence, southerly with a 192.50 foot radius curve to the left 95.71 feet to a point; thence, leaving said margin of Old Anderson Road North 85° 11' West, 126.92 feet to a point; thence, South 01° 49' East 126.48 feet to a point; thence, South 88° 37' West, 89.51 feet to a point; thence, South 01° 19' East, 182.75 feet to a point; thence, South 51° 21' West, 47.94 feet to a point in the easterly margin of Anderson Road; thence, with said easterly margin of Anderson Road northerly with a 767.43 foot radius curve to the right 534.39 feet to a point; thence, with said easterly margin on Anderson Road, North 13° 41' West, 222.89 feet to a point; thence, continuing northerly along a 888.83 foot radius curve to the right 264.42 feet to a point; thence, easterly with a 25.00 foot radius curve to the right 39.27 feet to the beginning and containing 8.30 acres, more or less.

TRACT B: Beginning at the westerly end of the southwest return at the intersection of New Smith Springs Road and Anderson Road; thence, easterly along said return having a radius of 25.00 feet to the right 39.27 feet to a point in the westerly margin of Anderson Road; thence, with said westerly margin of Anderson Road southerly along a 948.83 foot radius curve to the left 282.28 feet to a point; thence, South 13° 41' East, 191.79 feet to a point; thence, leaving Anderson Road South 76° 19' West, 105.30 feet to a point; thence, North 58° 17' West, 84.53 feet to a point; thence, South 80° 21' West, 75.69 feet to a point; thence, North 47° 52' West, 287.85 feet to a point; thence, North 76° 08' West, 227.94 feet to a point; thence, North 87° 14' West, 197.74 feet to a point; thence, North 04° 11' West, 410.30 feet to a point in the southerly margin of New Smith Springs Road; thence, with said southerly margin of New Smith Springs Road easterly with a 733.43 foot radius curve to the right 355.50 feet to a point; thence, South 63° 17' East, 31.13 feet to a point; thence, easterly along a 750.18 foot radius curve to the left 305.62 feet to a point; thence, South 86° 38' East, 153.07 feet to the beginning and containing 8.17 acres, more or less.

Being the same property conveyed to State Mutual Life Assurance Company of America, a Massachusetts corporation by quitclaim deed from Harbour Town Associates, Ltd., a Tennessee limited partnership of record in Book 7991, page 607, Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
3150000.00
CON TX 11655.00
PRFEE 1.00
WDEED 16.00
TOTAL 11672.00
CHECK 11672.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/22/93 01 12:30 0001 4648

02261

IDENTIFICATION REFERENCE

MAR 22 12 32 PM '93

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No.632142