This Instrument Prepared By:
HEISKELL, DONELSON, BEARMAN,
ADAMS, WILLIAMS & KIRSCH (JAG)
Suite 600, 511 Union Street
Nashville, Tennessee 37219

NEW OWNERS/GRANTEE:
State Street Bank and Trust Company as Trustee
c/o EQ Services, Inc.
ATTN: Tom Mattinson
5775-E Peachtree Dunwoody
Suite 400
Atlanta, GA 30342

SEND TAX BILL TO:
Same

MAP & PARCEL
149-277 and
149-278

SUCCESSOR TRUSTEE'S DEED

WHEREAS, by Deed of Trust and Assignment of Rents (the "Deed of Trust") dated May 14, 1984, of record in Book 6295, Page 621, Register's Office of Davidson County, Tennessee, A.G. Spanos Construction, Inc., ("Spanos") a California corporation, conveyed certain property to W. Fred Williams of Nashville, Tennessee, Trustee, in trust to secure the payment of an indebtedness therein set forth for the benefit of Great American Federal Savings Bank, a U.S. corporation; and

WHEREAS, the property secured by said Deed of Trust was conveyed by Spanos to Tennessee Investors by Warranty Deed of record in Book 6483, page 976, in the Register's Office of Davidson County, Tennessee; and

WHEREAS, said Deed of Trust was modified by a Modification of Deed of Trust and Assignment of Rents ("First Modification of Deed of Trust") dated May 29, 1986 of record in Book 6877, page 617, in the Register's Office of Davidson County, Tennessee; and

WHEREAS, said Deed of Trust was further modified by a Second Modification of Deed of Trust and Assignment of Rents ("Second Modification of Deed of Trust") dated March 1, 1987, of record in Book 7217, page 104, Register's Office of Davidson County, Tennessee; and

WHEREAS, Great American Federal Savings Bank ("Great American") as holder of the note, entered into a Modification Agreement dated May 8, 1989 with Tennessee Investors where Tennessee Investors assumed and agreed to pay the indebtedness and perform all the obligations, covenants and agreements of Spanos; and

WHEREAS, The Resolution Trust Corporation was appointed receiver of Great American; and

WHEREAS, The Resolution Trust Corporation, acting in its capacity as receiver for Great American, assigned the Deed of Trust to State Street Bank & Trust Company as Trustee for the Certificateholders under a certain pooling and servicing agreement, series 1991-M5 acting by and through the Servicer, Equitable Real Estate Investment Management, Inc. ("Equitable"); and

WHEREAS, the holder of the debt secured by the Deed of Trust appointed the undersigned ("Grantor") as Successor Trustee by instrument recorded in Book 8913, Page 312, Register's Office of Davidson County, Tennessee; and

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

WHEREAS, in pursuance of said request of said beneficiary, the Property was advertised for sale by the undersigned in conformity with the terms and provisions of the Deed of Trust, by which advertisement the sale was appointed to be held on the 6th day of May, 1993, at the South door of the Courthouse for Davidson County, Tennessee, but upon request of said beneficiary and in accordance with the terms of said advertisement, the sale was rescheduled to the 13th day of May, 1993 at the South door of the courthouse for Davidson County, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered the Property for sale at public outcry to the highest and best bidder for cash (or credit upon the indebtedness secured if the holder of the secured indebtedness were the successful bidder) at which sale, "State Street Bank and Trust Company as Trustee under that certain Pooling and Servicing Agreement dated November 1, 1991 for Certificate Holders of RTC Multi-family Mortgage Pass Through Certificates Series 1991 M-5" ("Grantee"), being the highest and best bidder, became the purchaser of the Property at and for the sum of Seven Million Nine Hundred Forty Seven Thousand Five Hundred and No/100 Dollars ($7,947,500.00).

NOW THEREFORE, in consideration of the premises, the undersigned, John A. Gupton, III, as Successor Trustee, does hereby grant, bargain, sell and convey to the Grantee, in fee simple forever, the real estate, described as being in the County of Davidson and State of Tennessee, together with all and singular the tenements, hereditaments, easements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, and any and all rights of ingress and egress to and from adjoining property said real estate described as follows:

Legal Description attached as Exhibit "A.

TOGETHER WITH and including any improvements located on the property.

SUBJECT TO all unpaid taxes, any governmental zoning and subdivision ordinances in effect thereon and to all other restrictions, easements and encumbrances of record.

TO HAVE AND TO HOLD said described real estate unto Grantee, its successors and assigns, forever in fee simple.

Sale was advertised and made as Successor Trustee only, without covenants or warranties of title, express or implied, and this conveyance is so made. However, Grantor, as Successor Trustee, but not otherwise, hereby assigns and sets over to Grantee all of the covenants and warranties contained in the Deed of Trust.

IN WITNESS WHEREOF, John A. Gupton, III, Successor Trustee, has

executed these presents this 13th day of May, 1993. BOOK 8948 PAGE 39

John A. Gupton, III
Successor Trustee
Heiskell, Donelson, Bearman
Adams, Williams & Kirsch
Nashville City Center
Suite 600
511 Union Street
Nashville, Tennessee 37219
(615) 726-7351

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 13th day of May, 1993, before me personally appeared John A. Gupton, III, to be known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

My Commission Expires: 5-28-95

I swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $7,947,500.00.

Affiant

Sworn to and subscribed before me, this 13th day of May, 1993.

Notary Public

My Commission Expires: 5-28-95

EXHIBIT "A"

Multi-Family Site, North

Land in the Second Civil District of Davidson County, Tennessee and being known as the Multi-Family Site, North, Piccadilly Square as per a plat of record in Book 5200, page 763, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the northerly right-of-way of Piccadilly Row, said point being 773.72 Feet northwest of the centerline of Una-Antioch Pike, as measured along the northerly right-of-way of Piccadilly Row; thence with said right-of-way North 84°-17'-49" West, 395.00 Feet to a point; thence leaving said right-of-way with the boundary of Piccadilly Square, Phase I, North 5°-42'-11" East, 125.00 Feet to a point;

Thence North 84°-17'-49" West, 520.00 Feet to a point;

Thence North 33°-05'-33" West, 56.33 Feet to a point;

Thence North 59°-05'-31" East, 155.00 Feet to a point;

Thence North 1°-22'-47" East, 253.05 Feet to a point;

Thence North 7°-13'-53" East, 180.00 Feet to a point;

Thence North 54°-18'-13" East, 73.44 Feet to a point;

Thence North 22°-16'-33" East, 170.00 Feet to a point;

Thence North 42°-15'-14" West, 110.68 Feet to a point;

Thence with the boundary of Piccadilly Square, Phase II, North 50°-52'-32" East, 60.97 Feet to a point;

Thence South 39°-50'-49" East, 282.49 Feet to a point;

Thence North 80°-40'-07" East, 163.17 Feet to a point;

Thence North 34°-34'-56" East, 71.14 Feet to a point;

Thence North 50°-52'-32" East, 132.00 Feet to a point;

Thence South 48°-09'-54" East, 39.55 Feet to a point;

Thence South 33°-04'-40" East, 591.58 Feet to a point:

Thence with the boundary of Piccadilly Square Townhouse Site, South 65°-09'-08" West, 75.00 Feet to a point;

Thence South 15°-35'-22" West, 288.75 Feet to a point;

Thence South 5°-42'-11" West, 215.00 Feet to the point of beginning and containing 16.18 Acres.

The above described property is subject to drainage easements, utility easements, sewer easements and pedestrian way easements, all as shown on the Boundary Survey Plan as prepared by R.L. Spears & Company, plan recorded April 25, 1984.

Multi-Family Site, South

Land in the Second Civil District of Davidson County, Tennessee and being known as the Multi-Family Site, South, Piccadilly Square as per a plat of record in Book 5200, page 762, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the northwesterly right-of-way of Una-Antioch Pike, said point being the radius return for the southwesterly right-of-way of Piccadilly Row, as shown on the plan of Piccadilly Square, Phase I;

Thence with the northwesterly right-of-way of Una-Antioch Pike, South 45°-43'-48" West, 554.08 Feet to a point;

Thence with a curve to the right having a Delta of 7°-51'-06", a Radius of 671.08 Feet, a Tangent of 46.05 Feet, and a Length of 91.96 Feet, being in a general southwesterly direction, to a point;

Thence leaving said right-of-way and generally with the meanders of the centerline of a creek, North 70°-09'-31" West, 173.94 Feet to a point;

Thence North 58°-41'-39" West, 255.31 Feet to a point;

Thence North 24°-03'-38" West, 108.40 Feet to a point;

Thence North 13°-22'-47" East, 73.61 Feet to a point;

Thence North 43°-43'-26" West, 139.64 Feet to a point;

Thence North 72°-50'-36" West, 263.80 Feet to a point;

Thence South 78°-54'-08" West, 42.60 Feet to a point;

Thence North 46°-49'-39" West, 115.24 Feet to a point;

Thence leaving said creek and partially with the boundary of Piccadilly Square, Phase I, North 5°-42'-11" East, 289.27 Feet to a point on the southerly right-of-way of Piccadilly Row;

Thence with the southerly right-of-way of Piccadilly Row, South 84°-17'-49" East, 860.00 Feet to a point;

Thence with a curve to the right having a Delta of 40°-01'-37", a Radius of 455.46 Feet, a Tangent of 165.90 Feet, and a Length of 318.19 Feet, being in a general East and Southeasterly direction to a point;

Thence South 44°-16'-12" East, 175.00 Feet to a point;

Thence South 41°-16'-17" East, 95.60 Feet to a point;

Thence with a curve to the right having a Delta of 90°-00'-00", a Radius of 25.00 Feet, a Tangent of 25.00 Feet, and a length of 39.27 Feet, being in a general southerly direction, to the point of beginning and containing 16.11 Acres.

The above described property is subject to drainage easements, utility easements, sewer easements and pedestrian way easements, all as shown on

the Boundary Survey Plan as prepared by R.L. Spears & Company, plan recorded April 25, 1984.

The hereinabove legal description is from the previous deed of record.

Being the same property conveyed to Tennessee Investors, an Illinois limited partnership, by deed from A.G. Spanos Construction, Inc., of record in Book 6483, page 976, Register's Office of Davidson County, Tennessee.

This is improved property known as Suncrest Village Apartments, 500 Piccadilly Row, Nashville, Tennessee.

2888 05/13 0101 03CHECK 29430.75

19440

IDENTIFI REFERENCE

MAY 13 3 03 PM '93

PICK-UP

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8948 PAGE 43

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
7947500.00
CON TX 29405.75
PRFEE 1.00
WDEED 24.00
TOTAL 29430.75
CHECK 29430.75
05/13/93 01 15:43 0001 2888

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

19440

IDENTIFICATION REFERENCE

MAY 13 3 04 PM '93

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

No. 650371