This instrument was prepared by:
Kennedy Covington Lobdell & Hickman (GLC)
NationsBank Corporate Center
100 North Tryon Street, Suite 4200
Charlotte, North Carolina 28202-4006

FILE BOX 57

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $6,529,050.00

Randall M. Rather, Assistant Secretary of Southeast Portfolio Operating Corporation, G.P. of AP-GP Southeast Portfolio Partners, L.P., G.P. of AP Southeast Portfolio Partners, L.P.
Affiant

Subscribed and sworn to before me this 22 day of November, 1993.

Vicki H. Kirby
Notary Public

My commission expires: 10-13-96

VICKI G. KIRBY NOTARY PUBLIC DAVIDSON COUNTY, N.C.

SPECIAL WARRANTY DEED

Address New Owner:	Send tax bills to:	Map & Parcel No.
c/o Patriot American Asset Management Corporation Suite 1500 3030 LBJ Freeway Dallas, Texas 75234	Patriot American Asset Management Corporation Suite 1500 3030 LBJ Freeway Dallas, Texas 75234	Map 133 Parcel 128 Street Address: 624 Grassmere Park

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A. (FORMERLY NCNB NATIONAL BANK OF NORTH CAROLINA), AS TRUSTEE FOR THE NCNB REAL ESTATE FUND (the "Grantor"), has bargained and sold and by these presents does transfer and convey unto AP SOUTHEAST PORTFOLIO PARTNERS, L.P., a Delaware limited partnership (the "Grantee"), its successors and assigns, a certain tract or parcel of land and other rights, easements, and interests described on

Exhibit A attached hereto and incorporated herein by reference, together with all improvements located thereon, all of which are herein collectively referred to as the "Property."

This conveyance is subject to matters described in Exhibit B attached hereto.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns, forever.

AND THE GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor as Trustee but not further or otherwise.

Notwithstanding anything contained herein to the contrary, Grantor and Grantee hereby acknowledge and agree that Third National Bank hereby executes this deed solely in its capacity as Ancillary Trustee on behalf of NationsBank of North Carolina, N.A. (formerly NCNB National Bank of North Carolina), as Trustee for the NCNB Real Estate Fund. Grantor and Grantee further acknowledge and agree that in consideration of the service of Third National Bank, as Ancillary Trustee, Grantee and Grantee's successors and assigns agree to look solely to NationsBank of North Carolina, N.A., as Trustee for the NCNB Real Estate Fund, for the performance of all obligations and responsibilities of Third National Bank, hereunder. Further, Grantee and Grantee's successors and assigns agree that NationsBank of North Carolina, N.A., is not liable hereunder personally or individually but solely in its capacity as Trustee for the NCNB Real Estate Fund, and it is understood and agreed that all representations, covenants, understandings and agreements herein made on behalf of NationsBank of North Carolina, N.A., are made and intended not as personal representations, covenants, understandings or agreements, but are made and intended for the purpose of binding only the assets of the trust over which NationsBank of North Carolina, N.A., is Trustee in favor of the NCNB Real Estate Fund. Grantee and Grantee's successors and assigns recognize that NationsBank of North Carolina, N.A., is not acting in its own right, but solely in the exercise of powers conferred upon it by the applicable trust agreement.

WITNESS the execution of Grantor this the 22nd day of November, 1993.

THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND

By: Carolyn R. Mabry, AVP & TC
Its: _____

[CORPORATE SEAL]

ATTEST: Ellen J. DeHart, JD
Assistant Secretary

178226
(Grayspare 11)

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Carolyn Mateyka 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 the Asst. V.P. + T.O. of THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND, the within named bargainor, and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained by signing the name of THIRD NATIONAL BANK, AS ANCILLARY TRUSTEE FOR NATIONSBANK OF NORTH CAROLINA, N.A., AS TRUSTEE FOR THE NCNB REAL ESTATE FUND, by himself/herself as Asst. V.P. + T.O..

WITNESS my hand and official seal on this the 18th day of November, 1993.

Sharon A. Kievit
Notary Public

My Commission Expires: 9/27/97

SHARON A. KIEVIT
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

Exhibit A

LEGAL DESCRIPTION
(Grassmere II)

Lying and being in the County of Davidson, State of Tennessee, and being more particularly described as follows:

Being a tract of land (the "Fee Simple Parcel") in the First Civil District, Davidson County, Tennessee, located north of Elysian Fields Road and south of Grassmere Park, and being Lot No. 3 as shown on a plat of Section Two, Grassmere, of record in Book 6200 at Page 77, Register's Office of Davidson County, Tennessee.

Being a portion of the same property conveyed to Third National Bank, as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the NCNB Real Estate Fund, by deed from Thomas C. Scott, Trustee, of record in Book 6029 at Page 119, in said Register's Office.

TOGETHER WITH, all right, title and interest of Grantor in and to any easements, rights of way, licenses, interests, rights and appurtenances of any kind specifically relating to or appertaining to the Fee Simple Parcel and/or the improvements located thereon, including, but not limited to, all appurtenant right, title and interest of Grantor in and to any adjacent vaults or alleys, and any air, zoning or development rights appurtenant to the Fee Simple Parcel and/or the improvements located thereon.

TOGETHER WITH, all right, title and interest, if any, of Grantor in and to any land lying in the bed of any public highway, public street, public road, public avenue or public access way in front of, at a side of or adjacent to the Fee Simple Parcel to the center line thereof, together with all right, title and interest of Grantor in and to any awards made, or to be made, in lieu thereof, and in and to any unpaid awards for damages thereto by reason of a change of grade of any such public highway, public street, public road, public avenue or public access way.

TOGETHER WITH, all right, title and interest, if any, of Grantor in any alleys, strips or gores of land adjoining and pertaining to the Fee Simple Parcel.

2397 11/24 0101 03CHECK 24178.30

Exhibit B

PERMITTED EXCEPTIONS

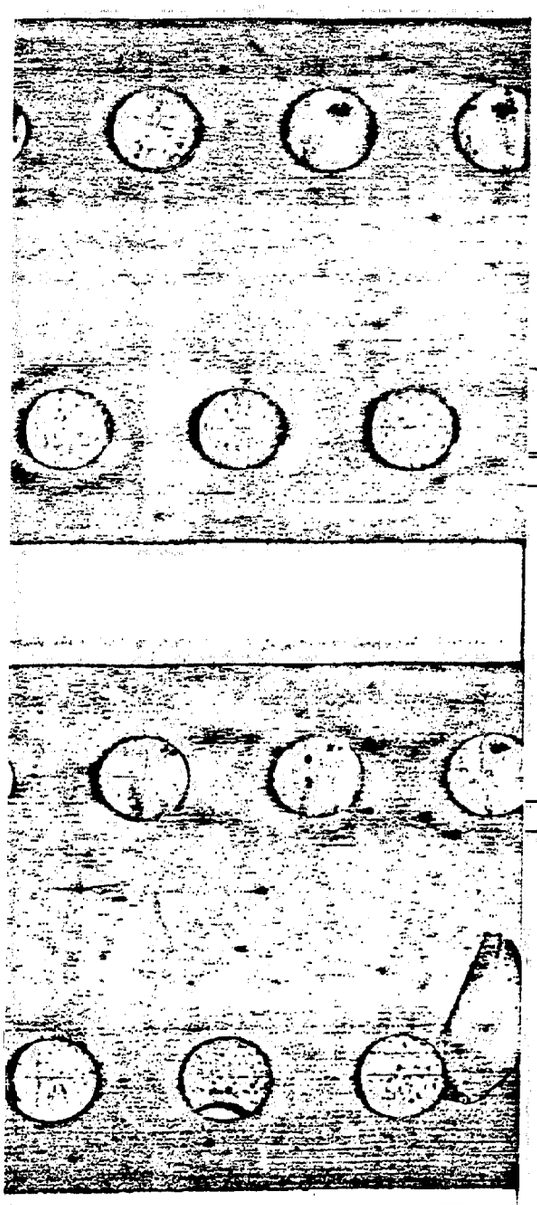
1. Matters revealed by and shown on that certain plat of physical survey entitled "NationsBank of North Carolina, N.A., as Trustee for the NCNB Real Estate Fund/As Built Survey/Grassmere II," prepared by Barge, Waggoner, Sumner and Cannon, Registered Land Surveyors, dated June 24, 1987, last revised November 1, 1993, reference to which is hereby made.

2. Ad valorem property taxes for the year 1993, which have been prorated between Grantor and Grantee.

3. Matters set forth on Schedule B of that certain Commonwealth Land Title Insurance Company owner's title insurance policy issued in favor of Grantee contemporaneously with the recordation of this deed.

4. Agreement between Cumberland Museum and Science Center and Thomas C. Scott, Trustee, recorded in Book 6008 at Page 895 in the Register's Office for Davidson County, Tennessee.

89382
IDENTIF. ↑ REFERENCE
93 NOV 24 AM 10:21
FELIX ... REGISTER
DAVIDSON COUNTY, TN.



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 6529050.00
				CON TX 24157.30
				PRFEE 1.00
				WDEED 20.00
				TOTAL 24178.30
				CHECK 24178.30
11/24/93	01			10:21 0001 2397

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

89382
IDENTIF. ↑ REFERENCE

93 NOV 24 AM 10:21
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 726119