SPECIAL WARRANTY DEED

FROM: Hickory Heights Partners, L.P., a Tennessee limited partnership, Grantor

TO: Valley Brook Limited Partnership, an Ohio limited partnership, Grantee

This instrument was prepared by:
Warren H. Wild, Jr.
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Valley Brook Limited Partnership c/o W. O. Brisben Companies, Inc. Suite 300 4750 Ashwood Drive Cincinnati, Ohio 45241	Same	161-235

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 13th day of December, 1993.

Loretta B. Lane
Notary Public

LORETTA B. LANE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 5/23/94

FOR AND IN CONSIDERATION OF the sum of Eight Hundred Eighty Thousand and No/100 Dollars ($880,000.00), the receipt and sufficiency of which are hereby acknowledged, Hickory Heights Partners, L.P. (the "Grantor") a Tennessee limited partnership, has bargained and sold, and by these presents does transfer and convey unto Valley Brook Limited Partnership (the "Grantee"), an Ohio limited partnership, its, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property located at the corner of Swiss Avenue and Zermatt Avenue in Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its, successors and assigns forever.

And Grantor covenants and binds Grantor, its, successors and assigns, to warrant and forever defend title to the Property to the Grantee, its, successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, excluding any covenant or warranty as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness my hand this 13th day of December, 1993.

HICKORY HEIGHTS PARTNERS, L.P.

By: C. M. CORPORATION,
its general partner

By: Thomas F. Corcoran

Title: Pres.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, Thomas F. Corcoran, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledges that he is the President of C/M CORPORATION, a Tennessee corporation that is the sole general partner of HICKORY HEIGHTS PARTNERS, L.P., a Tennessee limited partnership, and is authorized by the corporation, the corporation being authorized by the partnership, to execute this instrument on behalf of the corporation in its capacity as the general partner of the partnership.

Witness my hand, at office, this 13th day of December, 1993.

Lisa Larsson
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MAY 25, 1996

LISA LARSSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT A

Property Description

Land in Davidson County, Tennessee, being Lot No. 4, on the plan of Hickory Commercial Park Section One, as shown on plat of record in Plat Book 6900, page 806, recorded in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Hickory Heights Partners, L.P., by Deed of record in Book 7948, page 830, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

1. Transmission Line Easement(s) as set forth in instrument recorded in Book 2400, page 596, Register's Office for Davidson County, Tennessee.

2. Easement(s) as set forth in instrument recorded in Book 4730, page 607, said Register's Office.

3. All matters shown on Plat recorded in Book 6900, page 806, said Register's Office.

4. For a period of ten (10) years beginning on the date of this deed, the property hereby conveyed shall not be used for the construction of more than 70 residential units without Grantor's prior written consent. Grantor agrees to grant its consent upon its receipt of Five Thousand Dollars ($5,000) for each unit in excess of 70 which is constructed or approved for construction during such ten (10) year period. By accepting this deed, Grantee, and its successors and assigns, agrees to pay to Grantor, its successors and assigns, the sum of Five Thousand and No/100 Dollars ($5,000.00) for each residential unit in excess of 70 constructed or approved for construction during such ten (10) year period. The foregoing restriction and agreement shall bind Grantee and its successors and assigns, and are material consideration for Grantor's execution and delivery of this deed.

96305
IDENTIF. & REFERENCE

93 DEC 13 PM 3:46

REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

3534 12/13 0101 03CHECK 1312.00

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

RECEIVED OF _____

FOR _____

BOOK 9185 PAGE 60

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 350000.00
				CON TX 1295.00
				PRFEE 1.00
				WDEED 16.00
				TOTAL 1312.00
				CHECK 1312.00
			12/13/93 01	15:47 0001 3534

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

96305
IDENTIF. ↑ REFERENCE

93 DEC 13 PM 3:46
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 733542