Map 148
Parcels 158 & 172

SPECIAL WARRANTY DEED

BOOK 9191 PAGE 157

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

THIS INDENTURE, made and entered into this 17th day of December, 1993, by and between McNEIL REAL ESTATE FUND XXI, L.P., a California limited partnership (**"Grantor"**) (formerly named and known as Southmark Realty Partners, Ltd.), whose address is 13760 Noel Road, Suite 700, Dallas, Texas 75240 and NEW PLAN REALTY TRUST, a Massachusetts business trust (**"Grantee"**), whose address is 1120 Avenue of the Americas, 12th Floor, New York, New York 10036.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto Grantee that certain real estate situated and being in Davidson County, Tennessee, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with the improvements located thereon and all easements, tenements, hereditaments, rights, licenses, privileges and appurtenances belonging thereto (hereinafter collectively referred to as the **"Property"**).

TO HAVE AND TO HOLD the Property, subject to those matters described on Exhibit B attached hereto and incorporated herein by reference (the **"Exception Matters"**), unto Grantee, Grantee's successors and assigns in fee simple forever.

Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the Property, subject to the Exception Matters; that Grantor has good right to sell and convey the Property, that the Property is unencumbered except for the Exception Matters, and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Grantor does hereby convey, sell and assign to Grantee Grantor's right, title and interest in and to any streets, roads, alleys or other public ways adjoining the real estate described in Exhibit A attached hereto, including, without limitation, any land lying in the bed of any street, road, alley or other public way, open or proposed, and any strips and rights-of-way adjoining said real estate (including, without limitation, all riparian and other rights in and to submerged lands, if any, adjoining said real

estate), and will forever warrant and defend such right, title and interest against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

WITNESS the signature of Grantor as of the day and year first above written.

GRANTOR:

McNEIL REAL ESTATE FUND XXI, L.P., a California limited partnership

By: McNeil Partners, L.P., a Delaware limited partnership, its sole General Partner

By: McNeil Investors, Inc., a Delaware corporation, its sole General Partner

By: _____
Donald K. Reed, President

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

BOOK 9191 PAGE 159

BEFORE ME, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared DONALD K. REED, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of McNEIL INVESTORS, INC., a Delaware corporation, the general partner of McNEIL PARTNERS, L.P., a Delaware limited partnership which is in turn the general partner of McNEIL REAL ESTATE FUND XXI, L.P., a California limited partnership, the within named bargainor, and that he executed the foregoing instrument for the purposes therein contain, by signing the name of said corporation by himself as President in said corporation's capacity as the general partner of McNeil Partners, L.P., in McNeil Partners, L.P.'s capacity as general partner of McNeil Real Estate Fund XXI, L.P.

WITNESS my hand and Notarial Seal, at office, this 17th day of December, 1993.

PATSI B. GREGORY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Patsi B. Gregory
Notary Public

Patsi B. Gregory
Notary's Printed Name

My Commission Expires:

2-1-94

Property Address:
3940 Apache Trail
Nashville, Tennessee

Mail Tax Bills to:
New Plan Realty Trust
1120 Avenue of the Americas, 12th Floor
New York, New York 10036

This Instrument Prepaid By:
Lyle McClellan
Denton & Axley
2121 San Jacinto Street, Suite 1600
Dallas, Texas 75201

State Tax: $_____
Register's Fee: $_____
Recording Fee: $_____
Total: $_____

Return to:

Patsi Gregory
Capitol Title Services, Inc.
508 Hill Street
Springfield, Tennessee 37172

I hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $6,700,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Donald K. Reed, Affiant

SUBSCRIBED and SWORN TO before me this 17th day of December, 1993.

Notary Public

My Commission Expires:

2-1-94

Notary Printed Name

PATSI B. GREGORY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

EXHIBIT A

(PROPERTY DESCRIPTION)

Two tracts of land in the 31st Councilmanic District of Metro Nashville-Davidson County, Tennessee and recorded as Tracts 1 and 2 on the Plan of Sherwood Lake as of record in Book 4675, Page 92, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

TRACT NO. 1: BEGINNING at a existing iron pin found on the southwesterly right of way line of Apache Trail at the common corner of the herein described Tract 1 and the southeasterly corner of Lot No. One of the Revised and Corrected Plan of Phillips 66 Park as of record in Book 5190, Page 194 R.O.D.C., Tennessee, said iron pin being 626.00 feet from the southerly end of the westerly return curve at Apache Trail and Haywood Lane as measured along the southwesterly right of way of Apache Trail and proceeding as follows:

1. With the southerly right of way line of said Apache Trail and the arc of a curve to the left 353.72 feet having a radius of 680.00 feet a central angle of 29°48'14" and a chord bearing and distance of S 60°23'27" E, 349.75 feet to a set iron pin at the point of tangency; thence,

2. S 75°17'34" E, 65.00 feet to a set iron pin; thence,

3. along the arc of a curve to the left 604.46 feet having a radius of 1906.40 feet, a central angle of 18°10'00" and a chord bearing and distance of S 84°22'34" E. 601.93 feet to a set iron pin at the point of tangency; thence,

4. N 86°32'26" E. 346.25 feet to a set iron pin; thence,

5. along the arc of a curve to the right 200.01 feet, having a radius of 720.68 feet, a central angle of 15°54'06" and a chord bearing and distance of S 85°30'31" E. 199.37 feet to a set iron pin at the point of intersection with a non-tangent line, same being a corner of the Bavaria Apartments of record in Book 4460, Page 93, R.O.D.C., Tennessee; thence,

6. Departing the southerly right of way line of said Apache Trail, and with the line of said Bavaria Apartments S 42°38'05" W, 57.45 feet to a found iron pin; thence,

7. S 07°54'29" W, 214.57 feet to a found iron pin; thence,

8. S 10°02'00" W, 265.35 feet to a found iron pin; thence,

DKC

9. S 32°55'14" W, 132.50 feet to a found iron pin; thence,

10. Continuing with the line of said Bavaria Apartments (in part) and with the northerly line of Cedar Hill Apartments of record in Book 4955, Page 28, R.O.D.C., Tennessee (in part) N 86°52'56" W. 590.44 feet to a found iron pin at the southeasterly corner of Chris Anton property of record in Deed Book 1264, Page 145 R.O.D.C., Tennessee; thence,

11. With the easterly line of Anton, N 06°16'51" W. 414.41 feet to a set iron pin, the northeasterly corner of Anton; thence,

12. With the northerly line of Anton, S 88°41'54" W, 486.66 feet to a set iron pin, same being the common corner of Anton and Blanchard Heights, Section 3, of record in Book 3106, Page 140 R.O.D.C., Tennessee; thence,

13. With the northerly line of said Blanchard Heights Section 3, N 89°00'19" W, 340.35 feet to a found iron pin in the easterly line of Blanchard Heights of record in Book 2663, Pages 61 and 62, R.O.D.C., Tennessee; thence,

14. With the easterly line of said Blanchard Heights, N 02°39'07" E, 287.30 feet to a set iron pin; thence,

15. along the arc of a curve to the left 70.26 feet having a radius of 200.00 feet, a central angle of 20°07'42" and a chord bearing and distance of N 07°24'44" W, 69.90 feet to a set iron pin at the point of intersection with a non-tangent line, same being the above mentioned Lot No. 1, Phillips 66 Park; thence,

16. With the line of said Lot No. 1, N 60°41'00" E. 153.42 feet, to the POINT OF BEGINNING; Containing 15.61 acres of land, more or less.

TRACT NO. 2: BEGINNING at a found iron pin on the northeasterly right of way line of Apache Trail same being the common corner of the herein described Tract and the southwesterly corner of Lot No. 1 of the Resubdivision of Reserved Parcel "A", Phillips 66 Park as recorded in Book 4885, Page 179, R.O.D.C., Tennessee, said iron pin being 596.66 feet southeasterly from the southerly end of the easterly return curve of Apache Trail and Haywood Lane as measured along the right of way of said Apache Trail and proceeding as follows:

1. With the southerly line of Said Lot No. 1, N 60°41'00" E, 701.65 feet to a set iron pin on the southerly right of way line of Interstate 24; thence,

2. With the southerly right of way line of Interstate 24, S 56°39'21" E, 483.10 feet to a found iron pin; thence,

3. S 67°59'31" E, 441.98 feet to a found iron pin; thence,

4. S 64°12'01" E, 154.12 feet to a found iron pin same being the corner of John Hancock Mutual Insurance Company property as recorded in Deed Book 4469, Page 662, R.O.D.C., Tennessee; thence,

5. With the westerly line of said John Hancock property S 42°18'30" W, 92.59 feet to a found iron pin on the northerly right of way line of said Apache Trail; thence,

6. With the northerly right of way line of said Apache Trail, and along the arc of a curve to the left 250.61 feet having a radius of 780.68 feet, a central angle of 18°23'35", and a chord bearing and distance of N 84°15'47" W, 249.54 feet to a set iron pin as the point of tangency; thence,

7. S 86°32'26" W, 346.25 feet to a set iron pin; thence,

8. Along the arc of a curve to the right 585.43 feet, having a radius of 1846.40 feet, a central angle of 18°10'00", and a chord bearing and distance of N 84°22'34" W, 582.99 feet to a set iron pin at the point of tangency; thence,

9. N 75°17'34" W, 65.00 feet to a set iron pin; thence,

10. Along the arc of a curve to the right 305.04 feet, having a radius of 620.00 feet, a central angle of 28°11'21", and a chord bearing and distance of N 61°11'53" W, 301.97 feet to the POINT OF BEGINNING; Containing 10.52 acres of land, more or less.

Begin the same land conveyed to Erie Properties from the Nashville Limited Partnership, an Indiana Limited Partnership by deed recorded in Deed Book 5680, Page 326, R.O.D.C., Tennessee, and subsequently conveyed by Erie Properties to Southmark Realty Partners, Ltd. (now known as McNeil Real Estate Fund XXI, L.P.) by deed dated November 13, 1984, recorded in Deed Book 6429, Page 50, R.O.D.C., Tennessee.

(Hickory Lake)

EXHIBIT B BOOK 9191 PAGE 164

(Exception Matters)

1. 1994 taxes, and all subsequent years, a lien not yet due and payable.

2. Construction of 585 feet of sanitary sewer as set out in instrument of record in Book 5055, page 430, Register's Office for Davidson County, Tennessee.

3. The Plan of record in Book 4675, page 92, Register's Office for Davidson County, Tennessee.

4. Rights of parties in possession of individual garden apartment units pursuant to unrecorded leases.

5. Access Road (Apache Trail) closed by Metro Council Bill No. 73-700 with public utility easement retained along the northerly portion of the property. Encroachment of tennis courts, sign, swimming pool and concrete and asphalt paving upon said easement.

6. Sanitary sewer easement as of record in Book 6548, page 85, Register's Office for Davidson County, Tennessee.

a lien Not due and payable, but not yet delinquent.

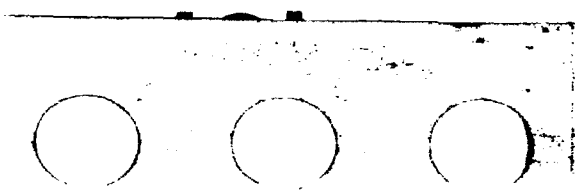
98130
IDENTIFICATION REFERENCE

93 DEC 17 PM 2:27
FELIX A. REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

5534 12/17 0101 03CHECK 24823.00

H:\WPDOCS\01\19609\0011\EX-B.DOC



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

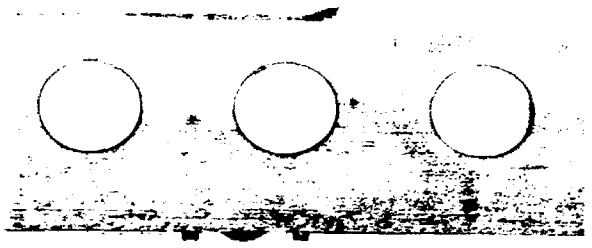
BOOK 9191 PAGE 165

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
6700000.00
CON TX 24790.00
PRFEE 1.00
WDEED 32.00
TOTAL 24823.00
CHECK 24823.00
12/17/93 01 14:28 0001 5534

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



98138
IDENTIFICATION REFERENCE

93 DEC 17 PM 2:27
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 735515