BOOK 9387 PAGE 818

FROM: JACK M. OSTROW , TRUSTEE and UNIVERSITY OF JUDAISM

TO: SOUTH ATLANTIC LIMITED PARTNERSHIP OF TENNESSEE

THIS INSTRUMENT PREPARED BY: (JEH)
BOULT, CUMMINGS, CONNER & BERRY
SUITE 1600, 414 UNION STREET
NASHVILLE, TENNESSEE 37219-1777

Address New Owner as follows:	Send Tax Bills to:	Map-Parcel No.
South Atlantic Limited Partnership of Tennessee	SAME	128-04-0-A Parcel 8
c/o Gibraltar Companies		
4600 Marriott Drive, Suite 150 Raleigh, NC 27612		

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,586,707.00.

E Warner Dan
Affiant

Subscribed and sworn to before me, this the 23rd day of June, 1994

Jan Hodge
Notary Public

My Comm. Expires: 7/24/97

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **Jack M. Ostrow as Trustee of the Ostrow Family Trust** (with full power and authority to convey without joinder of any beneficiary) and the **University of Judaism**, a California corporation, hereinafter collectively referred to as "GRANTORS", have bargained and sold, and by these presents do transfer and convey unto **South Atlantic Limited Partnership of Tennessee**, a North Carolina limited partnership, herein called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

FOR REAL PROPERTY DESCRIPTION SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED
BY REFERENCE AS FULLY AS THOUGH COPIED VERBATIM HEREIN.

Said property is transferred subject to the limitations, restrictions and encumbrances of record in the Register's Office for Davidson County, Tennessee, including, but not limited to all rights, interest and portions transferred to the State of Tennessee pursuant to a Warranty Deed dated June 15, 1989 and recorded June 27, 1989 in Book 7874, page 751, said Register's Office, as well as all matters visible on said property and the current year's real property taxes.

Additionally, GRANTEE has received a credit at the time of closing representing GRANTORS' prorated share of the current year's property taxes. GRANTEE shall be responsible for the payment of the 1994 Davidson County, Tennessee real property taxes, including any deferred or "roll-back taxes" for the statutory period if the property is converted to a use other than its present use, and including any increase in said taxes resulting from reassessment of said property.

140396.0 CWILSON
110080-003 6/9/94

This is unimproved property known as Part of Reserved Parcel 7, Williamsburg Village, Phase V, Nashville, Tennessee.

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, heirs, and assigns, forever, and GRANTORS do covenant with the said GRANTEE that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTORS do further covenant and bind themselves, their heirs, successors, assigns, and representatives, 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 whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this the 10th day of June, 1994.

THE OSTROW FAMILY TRUST

BY: _____
Jack M. Ostrow, Trustee

UNIVERSITY OF JUDAISM,
A California Corporation

BY: _____

TITLE President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jack M. Ostrow as Trustee of the Ostrow Family Trust, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Los Angeles, California this the 10th day of June, 1994.

_____
NOTARY PUBLIC

My Commission Expires: _____

SELMA W. GOLDSTEIN
COMM. # 979603
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 3, 1996

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

BOOK 9387 PAGE 820

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared ROBERT WEXLER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be PRESIDENT of the University of Judaism, the within named bargainor, a California corporation, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such PRESIDENT.

Witness my hand and seal, at office in Los Angeles, California, this the 10th day of June, 1994.

NOTARY PUBLIC

My Commission Expires:

SELMA W. GOLDSTEIN
COMM. # 979503
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires DEC 3, 1996

EXHIBIT A BOOK 9387 PAGE 821

(Legal Description)

A tract of land in the 2nd Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a part of Reserved Parcel 7 on the plan of Williamsburg Village - Phase V, as of record in Plat Book 6250, page 437, Register's Office of Davidson County, Tennessee, and more fully described as follows:

Beginning at an iron pin set on the ease (sic) right-of-way line of Old Hickory Boulevard (a 70-foot wide road as widened). Said point is S 85 deg. 00' 13" E, 10.52 feet from an existing iron pin the southwest property corner of Ada Wells as of record in Deed Book 3788, page 195, R.O.D.C., Tennessee. Said existing iron pin being approximately 1565 feet from the south right-of-way line of Tolbert Road as measured along the east right-of-way line of Old Hickory Boulevard and proceeding as follows: From the point of beginning and with the common property line of Wells, S 85 deg. 00' 13" E, 269.48 feet to an existing iron pin; thence S 1 deg. 38' 04" E, 95.89 feet to an existing iron pin; thence S 89 deg. 53' 53" E, 340.00 feet to an iron pin set; thence leaving the south property line of Wells and with the common property line of Williamsburg Village Limited property as of record in Plat Book 6250, page 437, R.O.D.C., Tennessee and this tract S 0 deg. 06' 07" W, 220.00 feet to an iron pin set; thence S 40 deg. 32' 36" W, 536.36 feet to an iron pin set; thence S 0 deg. 44' 01" E, 522.00 feet to an iron pin set; thence S 89 deg. 15' 59" W 234.00 feet to an iron pin set; thence S 0 deg. 44' 01" E, 373.00 feet to an iron pin set; thence leaving Williamsburg Village Limited property and with the common property line of Alice F. Anderson as of record in Deed Book 62, page 349, R.O.D.C., Tennessee, and this tract S 89 deg. 15' 59" W, 589.99 feet to an iron pin set on the east right-of-way line of Old Hickory Boulevard (as widened); thence with a 1346.47-foot radius curve to the right a length of 615.97 feet to an iron pin set. Said curve has a chord bearing and distance of N 9 deg. 51' 58" E, 610.61 feet; thence N 22 deg. 58' 18" E, 1141.98 feet to the point of beginning, contained 23.89 acres more or less.

Together with the above described property, the Grantor(s) hereby sell, transfer and convey unto the Grantee(s) all their right, title and interest in 250 sanitary sewer taps with the Harpeth Valley Utility District.

Being the same property conveyed to Jack M. Ostrow by deed recorded in Book 7082 at page 703, Register's Office for Davidson County, Tennessee. Being the same property conveyed to Jack M. Ostrow, as Trustee of the Ostrow Family Trust by deed recorded in Book 8322, page 931, said Register's Office. Being the same property a thirty percent (30%) undivided tenant in common interest in which was conveyed to the University of Judaism, a California corporation by deed recorded in Book 9202, Page 885, said Register's Office.

INCLUDED IN THE ABOVE-DESCRIBED PROPERTY, BUT EXPRESSLY EXCLUDED HEREIN (SAID EXCLUDED PROPERTY HAVING BEEN PREVIOUSLY CONVEYED TO THE STATE OF TENNESSEE PURSUANT TO WARRANTY DEED DATED JUNE 15, 1989, RECORDED JUNE 27, 1989 IN BOOK 7874, PAGE 751, SAID REGISTER'S OFFICE) IS THE FOLLOWING DESCRIBED PROPERTY:

64536
IDENTIF. & REFERENCE

94 JUN 24 PM 1:38
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

INCLUDED BUT EXCLUDED PROPERTY DESCRIPTION

Beginning at the point of intersection of the existing east margin of State Route 251 (Old Hickory Blvd.) and the north boundary of the Alice F. Anderson property; thence with said east boundary northwardly 1,756 feet, more or less to a point in the Ada Wells south boundary; thence with said boundary south 75 degrees 49 minutes 13 seconds east 8.32 feet thence with a curve left having a radius of 1,677.02 feet southwardly 28.65 feet; thence south 31 degrees 14 minutes 48 seconds west 105.39 feet; thence south 58 degrees 07 minutes 35 seconds east 3.00 feet; thence south 31 degrees 53 minutes 04 seconds west 10.00 feet; thence north 58 degrees 07 minutes 35 seconds west 3.00 feet; thence south 31 degrees 14 minutes 48 seconds west 41.34 feet; thence south 32 degrees 09 minutes 18 seconds west 599.59 feet; thence south 31 degrees 05 minutes 45 seconds west 157.75 feet; thence with a curve left having a radius of 1,392.39 feet southwardly 588.41 feet; thence south 29 degrees 29 minutes 31 seconds east 112.42 feet; thence south 04 degrees 51 minutes 12 seconds west 93.88 feet; thence south 10 degrees 27 minutes 27 seconds east 20 feet, more or less to a point in Andersons north boundary; thence with said boundary north 81 degrees 34 minutes 00 seconds west 192.82 feet to the point of beginning and containing 79,243 square feet and being part of the same property conveyed by Zellman Development Company, a California Corporation to Jack M. Ostrow as of record in Book 7082, page 703, Register's Office for Davidson County, Tennessee.

The above described property is hereby conveyed in fee simple and is conveyed subject to a permanent easement for construction and maintenance of a drainage facility. The land described below, on which the drainage facility is to be constructed is the property of South Atlantic Limited Partnership of Tennessee, a North Carolina limited partnership (the "Partnership") and may be used for any purpose desired, provided such use does not interfere with the use or maintenance of said facility.

Parcel 1 - Beginning at a point in the proposed east margin of State Route 251 described above said point being 40.80 feet right of proposed centerline station 94+35.00; thence with said margin northwardly 30.00 feet; thence south 73 degrees 15 minutes 27 seconds east 15.00 feet; thence south 16 degrees 44 minutes 33 seconds west 30.00 feet; thence 73 degrees 15 minutes 27 seconds west 15.00 feet to the point of beginning.

Parcel 2 - Beginning at a point in the proposed east margin of State Route 251 described above said point being 40.76 feet right of proposed centerline station 97+53.11; thence with said margin northwardly 35.00 feet; thence south 60 degrees 34 minutes 02 seconds east 20.00 feet; thence south 29 degrees 25 minutes 58 seconds west 35.00 feet; thence north 60 degrees 34 minutes 02 seconds west 20.00 feet to the point of beginning.

Parcels 1 & 2 together contain 1,140 square feet.

The above described property is conveyed subject to an easement for construction of slopes outside the proposed right of way line. The land on which the slopes are to be constructed is the property of the Partnership. This easement shall terminate upon completion of construction of the project.

PARCEL A - Beginning at the point of intersection of the proposed east margin of S.R. 251 described above and the Wells south boundary; thence with said boundary south 75 degrees 49 minutes 13 seconds east 23 feet, more or less; thence with the meander of the slope southwardly 290 feet more or less to a point in the proposed east margin; thence with said margin northwardly 292 feet, more or less to the point of beginning.

PARCEL B - Beginning at the point of intersection of the proposed east margin of S.R. 251 and the south margin of the permanent drainage easement Parcel 2 both described above; thence with said south margin south 60 degrees 34 minutes 02 seconds east 16 feet, more or less; thence with the meander of the slope southwardly 150 feet, more or less to a point in the proposed east margin northwardly 150 feet, more or less to the point of beginning.

PARCEL C - Beginning at a point in the proposed east margin of S.R. 251 said point being 41 feet, more or less right of proposed centerline station 92+00, more or less; thence with the proposed east margin northwardly 320 feet, more or less; thence with the meander of the slope

Included But Excluded Property Description (Cont.)

southeastwardly 320 feet, more or less to the point of beginning. Included but excluded is a portion of permanent drainage easement Parcel 1 described above.

Parcels A, B & C together contain 11,437 square feet.

The above described property is conveyed subject to an easement for the construction of a working area outside of the proposed right of way line. The title to the below described land is vested in the Partnership, and is to be used by the State of Tennessee, its contractors or assigns for a period of two (2) years, from and after the commencement of construction.

Being a strip of land parallel to and at all points 5 feet east of the slope easements described in Parcel B and the easterly 190 feet, more or less of Parcel C above, containing 4,150 square feet. Included but excluded is a portion of permanent drainage easement Parcel 1 described above.

The above described property is conveyed subject to an easement for the construction of a drainage facility outside of the proposed right of way line. The title to the below described land is vested in the Partnership, and is to be used by the State of Tennessee, its contractors or assigns for a period of two (2) years, from and after the commencement of construction.

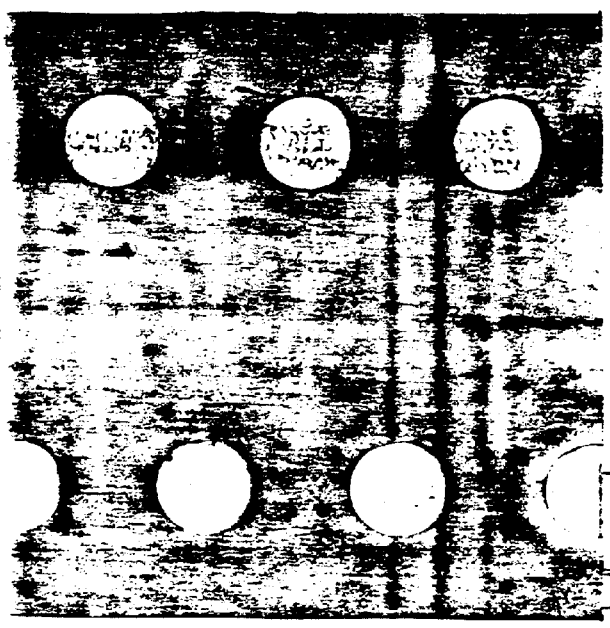
PARCEL Y - Beginning at the point of intersection of the proposed east margin described above and the Wells south boundary; thence with said boundary south 75 degrees 49 minutes 13 seconds east 35 feet, more or less; thence southwestwardly 915 feet, more or less to a point in the north margin of the permanent drainage easement described in Parcel 2 above; thence with said margin north 60 degrees 34 minutes 02 seconds west 17 feet, more or less to a point in the proposed east margin; thence with said margin northwardly 915 feet, more or less to the point of beginning. Included but excluded is the slope easement described in Parcel A above.

PARCEL Z - Beginning at a point in the proposed east margin described above said point being 40.81 feet right of proposed centerline station 91+50.26; thence with said margin northwardly 190 feet, more or less; thence at right angles eastwardly 20 feet, more or less; thence southwardly 190 feet, more or less to the point of beginning.

Parcels Y & Z together contain 10,157 square feet.

The above described property is not improved and is located on the east side of S.R. 251 (Old Hickory Blvd.) 200 feet, more or less north of Ridgelake Parkway.

9902 06/24 0101 03CHECK 5895.79



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

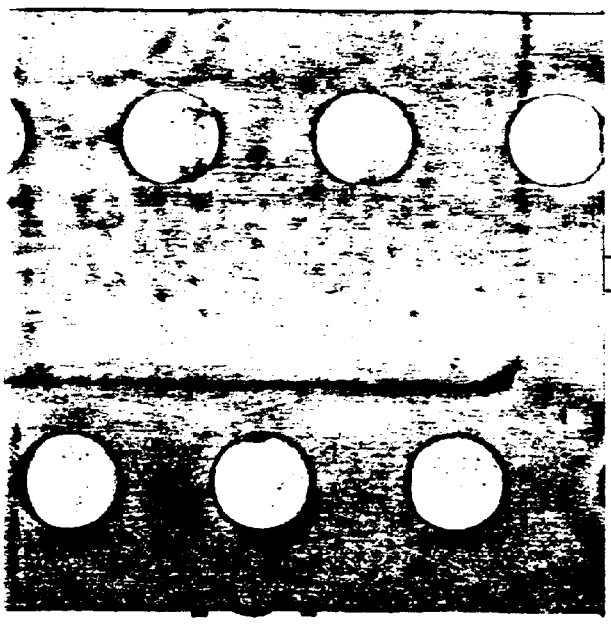
FOR _____

BOOK 9387 PAGE 824

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	
				1586707.00
			CON TX	5870.79
			PRFEE	1.00
			WDEED	24.00
			TOTAL	5895.79
			CHECK	5895.79
06/24/94	01		13:38 0001	9902

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



64536
IDENTIF. ↑ REFERENCE

94 JUN 24 PM 1:38
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 806604