THIS INSTRUMENT PREPARED BY:
Thomas Kelly Derryberry
Chief Attorney
U. S. Department of HUD
251 Cumberland Bend Drive
Nashville, TN 37228-1803

Map 147, Parcel 35

BK/ 9531 PG 776

Name and Address of New Owner:

Berkman Brookridge Tenn, L.L.C.
a Georgia Limited Liability Company
3224 Paces Bend
Atlanta, GA 30327

Send Tax Bills to:

SAME

3051 11/29 0101 03CHECK 18032.50

SUCCESSOR TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 27, 1985, and recorded in Book 6520, page 338, in the Register's Office for Davidson County, Tennessee, hereinafter referred to as "Deed of Trust", Brookridge Apartments, Ltd., a Limited Partnership, conveyed to Wayne W. Smotherman, Trustee, the hereinafter described real estate together with the fixtures and chattels appertaining thereto, hereinafter referred to as "Property", to secure an indebtedness evidenced by a note of even date therewith, which note is fully described in the Deed of Trust, hereinafter referred to as the "Note"; and

WHEREAS, the said Note and Deed of Trust was assigned to the Secretary of Housing and Urban Development of Washington, D.C. by instrument of record in Book 7523, page 269, in the Register's Office for Davidson County, Tennessee; and

WHEREAS, default having occurred in the payment of the Note, and in accordance with the terms of the Note and Deed of Trust, the holder thereof declared the entire indebtedness due and payable in full; and

WHEREAS, the lawful owner and holder of the indebtedness, by the terms of a certain instrument of record in Book 9429, page 268, in the Register's Office for Davidson County, Tennessee appointed Thomas Kelly Derryberry as Successor Trustee in the place and stead of Wayne W. Smotherman, Trustee; and

WHEREAS, the owner and holder of the indebtedness directed Thomas Kelly Derryberry, Successor Trustee, to sell the property in accordance with the terms of the Deed of Trust, and pursuant to said direction, Thomas Kelly Derryberry, Successor Trustee, did advertise the Property for sale as provided in the Deed of Trust, and the Property was advertised to be sold commencing at 10:30 a.m., on October 20, 1994, at the front door of the Davidson County Courthouse in Nashville, Davidson County, Tennessee, at public auction to the highest and best bidder, and the advertisement of sale was duly published in The Nashville Record, a newspaper of general circulation in Davidson County, Tennessee on September 22, 1994, September 29, 1994, and October 6, 1994; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, Ben Selman being the highest and best bidder, became the purchaser of the said property for the sum of Four Million Eight Hundred Fifty-five and No/100 dollars ($4,855,000.00); and

WHEREAS, Ben Selman has assigned its right to purchase the Property to Berkman Brookridge Tenn, L.L.C., a Georgia Limited Liability Company, hereafter referred to as the "Purchaser," and

WHEREAS, the purchaser, has complied with the terms of this sale by paying the bid amount in cash to the Trustee.

NOW, THEREFORE, in consideration of the payment and sum stated above, the receipt of which is hereby acknowledged, I, THOMAS KELLY DERRYBERRY, Successor Trustee, in my capacity as Successor Trustee but not further or otherwise, have bargained and sold, and by these presents do hereby transfer, assign and convey to Berkman Brookridge Tenn, L.L.C, a Georgia Limited Liability Company the following described property in Davidson County, Tennessee; to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION WHICH IS INCORPORATED HEREIN BY REFERENCE THE SAME AS IF COPIED HEREIN VERBATIM.

TOGETHER with the privileges and appurtenances to the same belonging, and all of the rents, issues, and profits which may arise or be had therefrom; and

TOGETHER with all buildings and improvements of every kind and description now erected or placed thereon, and all fixtures, including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating, air-conditioning and laundry equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings.

TO HAVE AND TO HOLD the Property, unto Berkman Brookridge Tenn, L.L.C., a Georgia Limited Liability Company, their heirs and assigns, with the appurtenances, estate, title and interest thereto belonging unto, in fee simple forever. Sale was advertised and made as Successor Trustee only, without covenants or warranties of title, express or implied, subject to any taxes, easements, restrictions in effect thereon, and this conveyance is so made.

The covenants contained in the Use Agreement attached hereto as Attachment "B" are incorporated into this Successor Trustee's Deed and shall be enforceable by the parties thereto as covenants running with the land, pursuant to the Multifamily Mortgage Foreclosure Act, 12 U. S. C., Section 3701, et. seq.

IN WITNESS WHEREOF, I, Thomas Kelly Derryberry, Successor Trustee, have executed this instrument on this the 29th day of November, 1994.

Thomas Kelly Derryberry
THOMAS KELLY DERRYBERRY
SUCCESSOR TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thomas Kelly Derryberry, Successor Trustee, 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 this the 29th day of November, 1994.

Pamela W. Seidman
NOTARY PUBLIC

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires SEPT. 16, 1995

EXHIBIT "A"

BK 9531 PG 778

LEGAL DESCRIPTION

BROOKRIDGE APARTMENTS

NASHVILLE, TENNESSEE

Beginning at a point in the Easterly right of way of Nolensville Road and the Southerly right of way of Harding Place and thence North 71°31'52" East 139.14 feet, with the Southerly right of way of Harding Place, to the true point of beginning:
Thence North 71°31'52" East 307.51 feet to an iron pin.
Thence North 18°28'08" West 10.00 feet to an iron pin.
Thence North 71°31'52" East 229.01 feet to an iron pin.
Thence with a curve to the right (having a central angle of 21°11'07" and a radius of 1,392.69 feet) 514.95 feet to an iron pin.
Thence South 87°17'00" East 484.69 feet to an iron pin.
Thence leaving Southerly right of way of Harding Place, South 3°19'38" West 131.90 feet to an iron pin.
Thence South 4°07'20" West 111.73 feet to an iron pin.
Thence South 5°51'35" West 152.13 feet to an iron pin in the Northerly right of way of Wallace Road.
Thence with a curve to the left (having a central angle of 10°16'59" and a radius of 740.86 feet) 132.97 feet to an iron pin.
Thence leaving Northerly right of way of Wallace Road, North 19°17'48" West 40.89 feet to an iron pin.
Thence North 83°46'14" West 622.15 feet to an iron pin.
Thence North 85°00'52" West 483.43 feet to an iron pin.
Thence North 85°00'52" West 59.72 feet to an iron pin.
Thence South 49°57'38" West 318.16 feet to an iron pin in the Easterly right of way of Nolensville Road.
Thence North 14°09'57" West 44.11 feet to an iron pin.
Thence leaving Easterly right of way of Nolensville Road, North 49°46' 38" East 175.79 feet to an iron pin.
Thence South 75°55'41" West 150.50 feet to an iron pin in a curve to the right in the Easterly right of way of Nolensville Road.
Thence with said curve to the right (having a central angle of 67° 35'29" and a radius of 150.00 feet) 176.95 feet to the true point of beginning, containing 451,452.401 square feet or 10.364 acres.

Being the same property conveyed to Brookridge Apartments, Ltd., by deed from DeJongh Franklin of record in Book 6520, Page 335, Register's Office for Davidson County, Tennessee.

PROPERTY ADDRESS: 249 Brookridge Trail
Nashville, TN 37211

AFFIDAVIT OF VALUE

BK 9531 PG 779

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $4,855,000.00.

AFFIANT

Sworn to and subscribed before me this 29th day of November, 1994.

NOTARY PUBLIC

My Commission Expires: My Commission Expires SEPT. 16, 1995

ATTACHMENT B
FORECLOSURE SALE USE AGREEMENT

This Agreement is entered into by Berkman Brookridge, Tenn, L.L.C. a Georgia Limited Liability Co. ("Purchaser") and the Secretary of Housing and Urban Development ("Secretary" or "HUD").

WHEREAS, pursuant to the provisions of the Multifamily Mortgage Foreclosure Act, 12 U.S.C. Sections 3701 et seq. (the "Act"), and the Department of Housing and Urban Development's regulations thereunder at 24 C.F.R. Part 27, the Secretary has elected to exercise the nonjudicial power of sale provided under the Act, or pursuant to a judicial foreclosure the Secretary has elected to apply Section 367(b) of the Act, with respect to BROOKRIDGE APARTMENTS, HUD Project No. 086-35200, (the "Project" or the "Property") a legal description of which is attached as Exhibit "A"; and

WHEREAS, pursuant to the Act and to provisions of 12 U.S.C. Section 1701z-11 et seq, Management and Preservation of HUD-Owned Multifamily Housing Projects, and the Department of Housing and Urban Development regulations thereunder at 24 CFR Part 290, the Secretary has authority to impose certain use restrictions, as set forth in this Agreement, on the property subject to a mortgage held by the Secretary that is sold at foreclosure to a purchaser other than HUD;

WHEREAS, by Deed executed this 29th day of November, 1994, by Thomas Kelly Derryberry, Successor Trustee, the Project has been conveyed to the Purchaser; and

NOW THEREFORE, in consideration of the mutual promises set forth herein and in further consideration of the sale of the Project to the Purchaser, the parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect,

[X] twenty (20) years from the date of this Agreement
or
[ ] until __/__/__.

2. CONVEYANCE OF PROJECT

During the term of this Agreement, any conveyance of the project must have prior written approval of HUD. HUD's approval of conveyance and/or the proposed purchaser's management of the property will be based on information provided in written statements of how the purchaser, or any subsequent purchaser, in consideration of any and all existing use restrictions, will:

(a) Implement sound financial and physical management program;

(b) Respond to the needs of the tenants and work cooperatively with resident organizations;
(c) Provide adequate organizational staff and resources to manage the project.

3. SUBJECT TO EXAMINATION

The Project shall at all times, a) be maintained in decent, safe and sanitary condition to the greatest extent possible, b) maintain full occupancy to the greatest extent possible, and c) be maintained as rental housing for the term of this Agreement. At the request of the Secretary, Purchaser must supply evidence by means of occupancy reports, physical condition reports, reports on operations, or any evidence as requested to ensure that the above requirements are being met.

4. UNIT NUMBER OR USE CHANGE

Changes to the use or number of residential units in the Project; e.g., apartment units, beds in a care facility, from the use as of the date of this Agreement, must receive the written prior approval of HUD.

5. NON-DISCRIMINATION REQUIREMENTS

The Purchaser will comply with the provisions of all Federal, State, or local laws prohibiting discrimination in housing.

6. HAZARD INSURANCE

Hazard insurance shall be maintained in an amount to ensure that the Purchaser is able to meet the rental housing requirements described in this Agreement.

7. DESTRUCTION OF PROJECT

In the event that any or all of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied to rebuild or replace the property destroyed or damaged, unless the Secretary gives written approval to use insurance proceeds for other purposes.

8. DEMOLITION OF PROJECT PROPERTY

The Purchaser will not demolish any part of the Project or withdraw any part of the Project from use (except as temporarily necessary for routine repairs), without the prior written approval of HUD.

9. REMEDIES FOR NONCOMPLIANCE

Upon any violation of any provision of this Agreement by the Purchaser, HUD may give written notice thereof to the Purchaser by registered or certified mail, addressed to the address

stated in this Agreement, or such other address as subsequently, upon appropriate written notice thereof to the Secretary, may be designated by the Purchaser as its legal business address. If such violation is not corrected to the satisfaction of the Secretary within 30 days after the date such notice is mailed or within such further time as HUD reasonably determines is necessary to correct the violation, without further notice, HUD may declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of this agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, and/or such other relief as may be appropriate, since the injury to the Secretary arising from a default of the terms of the Agreement would be irreparable and the amount of damage would be difficult to ascertain.

The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of the law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not construe a waiver of the right to exercise that or any other right or remedy at any time.

10. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Purchaser's heirs, successors and assigns. The Purchaser agrees that if title to the Project is conveyed during the term of this Agreement, the Purchaser will require its grantee to assume in writing its obligations under this Agreement.

11. RESTRICTIONS

No Member of Congress or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the benefits of the Use Agreement, but this provision shall not be construed to extend to this Use Agreement if the Use Agreement is made with a corporation for its general benefit.

12. CONTRADICTORY AGREEMENTS

The Purchaser certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this agreement, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any other requirements in conflict with this Agreement.

13. SEPARABILITY

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.

14. AMENDMENT

This Agreement may be amended by the mutual written consent of the parties, except those provisions required by statute.

IN WITNESS WHEREOF:

The Purchaser has executed this Use Agreement in triplicate this 29th day of November, 19 94.

WITNESS:

PURCHASER:

By: Signature

David Berkman, Manager
Berkman Brookridge Tenn, L.L.C.
Typed Name of Purchaser
BY: Charles Felix, Attorney-in-Fact

3224 Paces Bend
Street Address

Atlanta, Georgia 30327
City, State, Zip Code

The U.S. Department of Housing and Urban Development (HUD) has executed this Use Agreement in triplicate this 29th day of November, 19 94.

WITNESS:

FOR: THE SECRETARY OF HOUSING
AND URBAN DEVELOPMENT

BY:

William J. Miles
Official's Typed Name

Director, Housing Management Division
Title Nashville HUD Office

RIDER 1 OF 5

PERIOD OF RENTAL/COOPERATIVE USE RESTRICTION
(Applies to Rental Housing)

During the term of this Agreement the Purchaser shall maintain the Project as rental/cooperative housing. HUD's prior approval is required to change the project from rental to cooperative use. During the term of this Agreement, the Purchaser may not market dwelling units for any purposes other than rental housing without HUD's prior written approval.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 2 OF 5
REQUIRED REHABILITATION AND RELOCATION WITHOUT SECTION 8

The Use Agreement includes the following provisions:

Rehabilitation and Relocation Restriction

The Purchaser covenants that it will comply with Section 203(f) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §17012-11(f), and the regulations thereunder, 24 CFR §§290.45 and 290.47, as explained in paragraphs 2 through 5, below. Additionally, the Purchaser covenants it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC §4601, and the regulations thereunder, 49 CFR Part 24.
The Purchaser is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with third parties to comply with the Act and Regulations.

(1) The Purchaser covenants that the Property will be rehabilitated within SIX (6) months from the date of this Use Agreement in accordance with all applicable State and local laws, codes, ordinances and regulations (and Housing Quality Standards pursuant to 24 CFR Part 886, Subpart C, and other requirements set forth in any Property Improvements Requirements sheet, attached hereto.)

(2) If temporary or permanent relocation is necessary because of such rehabilitation, Purchaser covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.

(3) If temporary relocation is necessary because of such rehabilitation, Purchaser covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:

(a) Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
(b) Expenses of returning to a repaired unit on the Property.

(4) If permanent relocation is necessary because of such rehabilitation, Purchaser covenants that it will provide assistance, as described below, to tenants, as may be appropriate:

(a) Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.

(b) Reimbursement for reasonable moving expenses, which need not exceed an amount determined by HUD to be reasonable considering the size of the household size and the circumstances surrounding the move.

HUD will not provide the Purchaser with any funds or subsidy with which to make the payments required by this paragraph.

(5) The Purchaser covenants not to increase the rent for any unit, from the rent HUD is requiring a tenant to pay on the Closing date, until such unit meets all the rehabilitation requirements set forth in (1), above.

(6) To ensure completion of required repairs that are to be completed by the Purchaser, the Purchaser has delivered to the Secretary an unconditional, irrevocable and non-documentary Letter of Credit (LOC), in the amount of $100,000, which shall remain in effect and may be drawn on by the Secretary for at least 12 months [6 months past the deadline for repairs stated above] from the date of this Agreement.

If the repairs are not completed to the satisfaction of HUD within the time period specified in this Section, HUD may, in its sole discretion, cash any LOC and seek remedies provided in the attached Use Agreement, as the Secretary deems appropriate. If HUD cashes the Purchaser's LOC as a remedy for the Purchaser's default under the repair program, HUD may apply the funds so obtained to complete the repairs or for such other Project purposes as the Secretary deems appropriate.

(7) If repairs/rehabilitation is staged, as agreed upon between the Purchaser and HUD prior to Closing, up to five (5) LOCs may be provided, each in an equal dollar amount, the sum of which totals the amount set forth above. Four of the LOCs will be returned to the purchaser after the work is completed to the Seller's satisfaction. However, a portion of one LOC equal to at least ten percent (10%) of the total repair escrow shall remain in effect for a period of six months after the work has been completed to the Seller's satisfaction. HUD may cash this LOC and apply the funds to correct latent defects in the completed repairs.

(8) If the Purchaser fails to repair the Project in accordance with this Agreement, the Secretary will not exercise the remedies as described in Section 6., above if any lender holding a lien or security interest on the Project:

1. Gives written notice to HUD within the period provided for repairs, that it intends to complete the repairs, and

2. Completes such repairs within 30 days of the notice or within such longer periods HUD may approve in writing.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 3 OF 5

NONDISCRIMINATION AGAINST MULTIFAMILY SECTION 8 CERTIFICATE HOLDERS AND VOUCHER HOLDERS (Applies to Rental Housing)

The Use Agreement includes the following provisions:

Nondiscrimination

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Purchaser, for itself, its successors and assigns, agrees not to unreasonably refuse to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as Section 8). This provision is limited in its application, for tenants or applicants with Section 8 Certificates or their equivalent (other than Vouchers), to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by HUD.

If the Purchaser breaches this provision, HUD and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such provision and to enjoin any acts which are violative of such provision. For the purposes of this provision, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

RIDER 4 OF 5

USE AGREEMENT WITH RESTRICTED UNITS

1. **Definition of Eligible persons or families**

Families, elderly, or handicapped individuals with adjusted annual gross income, as defined in 24 CFR 813, at or below eighty (80) percent of the median income for the area are considered "eligible families" as defined in 24 CFR 812.

2. **Term of Restriction for Low- and Moderate-Income Unit(s) Use**

For 15 years from the date of this agreement, one (1) units, as set forth below, shall be restricted for occupancy and re-occupancy by families with incomes at or below 80 percent of the median income for area as established by HUD. The Purchaser shall maintain a waiting list of eligible applicants and shall fill vacancies in these units from this list on a first-come, first-served basis.

3. **Rental Rates**

The following are the size and number of Restricted Units and, if applicable, the Utility Allowances for these units. The rental rates for these units will be the same as the rents for the unrestricted units in the project:

No. Units	Bedroom Size	Utility Allowance $
_____	Eff.	_____
_____	1	_____
1	2	_____
_____	3	_____
_____	4	_____
_____	5	_____

4. **Rental Charges for Restricted Units**

Eligible families will pay monthly rent not to exceed 30 percent of 1/12th of their adjusted annual income as defined under 24 CFR 813. Rental charges for the restricted units shall become effective as soon as possible and in no event later than sixty (60) days from sales closing.

Rental charge increases shall be based on annual recertification of income as prescribed by the above regulations and procedures.

5. Occupancy
The purchaser shall not evict or otherwise remove from occupancy, except for cause, any tenant who is not eligible for reduced rental payments, as described above, and who may be residing in a restricted unit at the time of sales closing. Such a tenant, under good standing, may remain in occupancy and upon the tenant's voluntary move out, said unit shall be reoccupied by an eligible tenant during the 15-year restricted period.

6. **Admission to Restricted Units**
During the term of the restriction, admission to dwelling units covered by this agreement shall be limited to eligible individuals and families (as defined in 24 CFR 813), or under any HUD-approved Preference occupancy provisions for applicable families and on a first-come, first-served basis.

7. **Preference for Admission to Restricted Units**
Preference or priority for admission to the project and for placement on the waiting list, which the purchaser shall maintain, shall be governed by 24 CFR 215.22 (1989), as amended.

By initialling hereunder, the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

Purchaser_____

Secretary of Housing and Urban Development_____

RIDER 5 OF 5

OCCUPANCY BY LOW- AND MODERATE-INCOME PERSONS OR FAMILIES WHO SHALL PAY SUBSIDY LEVEL TOTAL TENANT RENTS (§203(d)(3) of the Housing and Community Development Amendments of 1978, as amended, 12 USC §1701z-11(f))

The Use Agreement includes the following provisions:

(1) The Purchaser covenants that ONE (1) units in the Property shall be used solely as housing for low- and moderate-income persons or families, which shall be defined as follows:

Families, elderly, or handicapped individuals with adjusted annual gross income, as defined in 24 CFR 813, at or below eighty (80) percent of the median income for the area ("eligible persons or families").

(2) Eligible persons or families residing in such units on or after the Closing shall not pay more in rent and utilities than they would if their units were assisted under 24 CFR Part 886, Subpart C.

(3) This covenant shall continue in effect for a period of FIFTEEN (15) years from the date of this Use Agreement, or such earlier time as HUD may specify in writing. During such period if the number of units occupied by low- and moderate-income persons or families falls below the number of units specified in paragraph (1) above, the Purchaser must seek to rent a sufficient number of units to low- and moderate-income persons or families to comply with paragraph (1).

By initialling hereunder the parties acknowledge that this Rider is incorporated into and is a part of the Use Agreement.

PURCHASER _____

SECRETARY OF HOUSING AND URBAN DEVELOPMENT _____

BOOK 9531 PG 791

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 29th day of November, 1994, before me personally appeared William J. Miles, to me personally known, who, being by me duly sworn, did say that he is the authorized agent of the Secretary of Housing and Urban Development, which executed the foregoing instrument, and that said instrument was signed and sealed in behalf of said Secretary of Housing and Urban Development the day and year first written above.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Pamela W. Ridley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires SEPT. 16, 1995

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 29th day of November, 1994, before me personally appeared Charles Felix, with whom I am personally acquainted and who upon oath, executed the foregoing instrument on behalf of David Berkman, Manager of Berkman Brookridge Tenn, L.L.C., a Georgia Limited Liability Company, and that he as such executed the foregoing instrument as a free act and deed of David Berkman through the Special Power of Attorney granted him by said David Berkman, Manager, for the purpose therein contained by signing his name as Manager.

WITNESS my hand and seal, at office, in Nashville, Tennessee, this 29th day of November, 1994.

Pamela W. Ridley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires SEPT. 16, 1995

EXHIBIT "A"

BK 9531 PG 792

LEGAL DESCRIPTION

BROOKRIDGE APARTMENTS

NASHVILLE, TENNESSEE

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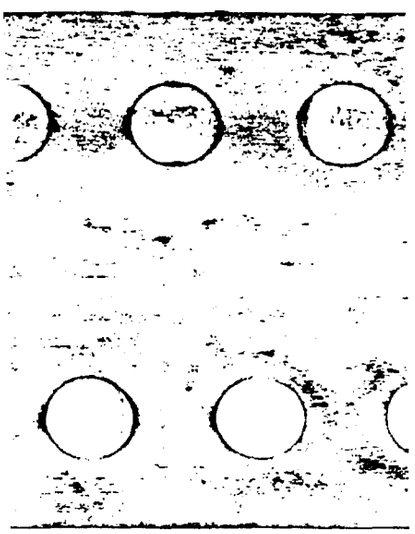
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PROPERTY ADDRESS: 249 Brookridge Trail
Nashville, TN 37211

IDENTIFICATION REFERENCE

94 NOV 29 AM 8:02

REGISTER
DAVIDSON COUNTY, TN



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

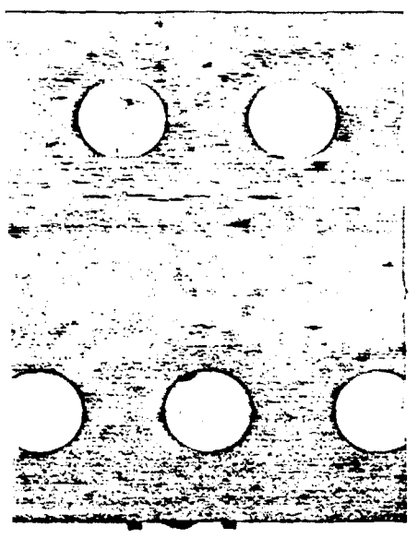
FOR _____

BOOK 9531 PG 793

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
4855000.00
CON TX 17963.50
PRFEE 1.00
WDEED 68.00
TOTAL 18032.50
CHECK 18032.50
11/29/94 01 16:03 0001 8051



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12643
IDENTIF. & REFERENCE

29 NOV 94 PM 4:02

REGISTER
DAVIDSON COUNTY, TN.

No. 858085