Box 37 (ATC)

BOOK 10353 PG 451

ADDRESS NEW OWNER:	MAP-PARCEL NUMBERS:	SEND TAX BILL TO:
United Dominion Realty, L.P. 10 South Sixth Street Suite 203 Richmond, Virginia 23219	Map 163-0, Parcels 126 and 318	OWNER
THIS INSTRUMENT PREPARED BY: Boult, Cummings, Conners & Berry, PLC, 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

LIMITED WARRANTY DEED

THIS INSTRUMENT was executed and delivered as of February 19, 1997, by TBCREC RESIDENTIAL NO. 1 LIMITED PARTNERSHIP (the "Grantor"), a Delaware limited partnership to UNITED DOMINION REALTY, L.P. (the "Grantee"), a Virginia limited partnership.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor does by these presents, grant, bargain, sell and convey unto the Grantee the land in the City of Antioch, Davidson County, Tennessee, more particularly described on Exhibit A attached hereto, and incorporated by this reference, together with all appurtenances thereto belonging (the "Property").

This is improved property known as The Club at Hickory Hollow Apartments, located at One Hickory Club Drive, Antioch, Tennessee 37013.

This conveyance is made subject to any and all easements, restrictions and other matters set forth on Exhibit B attached hereto and incorporated by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD THE PROPERTY unto the Grantee, its successors and assigns, forever.

The Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except for the Permitted Exceptions.

The Grantor, its successors and assigns, shall forever warrant, indemnify and defend the Grantee, its successors and assigns, against all lawful claims against the Property (other than the

Permitted Exceptions) of all parties claiming by, through or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Deed as of February 19, 1997.

TBCREC RESIDENTIAL NO 1 LIMITED PARTNERSHIP,
a Delaware Limited Partnership

By: TBC Club, Inc., a Massachusetts corporation,
General Partner

By: Jacques Clewis
JACQUES C. LEWIS

Its: Vice Pres.-dent

PLEASE TYPE MEMO
LEGIBILITY OF WRITINGS, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF NEW YORK)
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACQUES C. LEWIS is signed to the foregoing Limited Warranty Deed and who is personally known to me (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of TBC Club, Inc., a Massachusetts corporation, the general partner of TBCREC Residential No. 1 Limited Partnership, the within named bargainor, a Delaware limited partnership, and that he as such VICE PRESIDENT of the general partner, being authorized so to do, executed the foregoing Limited Warranty Deed voluntarily for and as the act of TBCREC Residential No. 1 Limited Partnership, a Delaware limited partnership by signing the name of the limited partnership by himself as VICE PRESIDENT of TBC Club, Inc., a Massachusetts corporation, general partner of TBCREC Residential No. 1 Limited Partnership, a Delaware limited partnership.

Given under my hand and official seal this the 14th day of February, 1997.

Valerie L. Spinner
NOTARY PUBLIC

VALERIE L. SPINNER
Notary Public, State of New York
No. 60-4943040
Qualified in Westchester County
Term Expires October 17, 1998

[SEAL]

My Commission Expires: 10/17/98

BOOK 10353 PG 453

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 17,250,000.00.

Affiant

Subscribed and sworn to before me this
18th day of February, 1997.

NOTARY PUBLIC

[SEAL]

My Commission Expires: 5/28/2005

0395113.02
098250-011 02/18/97

BOOK 10353 PG 454

EXHIBIT "A"
LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 1 and Lot No. 2 as shown on the Plan of The Club at Hickory Hollow of record in Book 6250, page 838, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to TBCREC Residential No. 1 Limited Partnership, a Delaware limited partnership by quitclaim deed from Club Income Properties No. 1, Ltd., a Georgia limited partnership, of record in Book 8539, page 765, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. 1997 Metropolitan Government Davidson County taxes -- A lien, but not yet due and payable.(Map 163-0, Parcels 126 and 318)

2. Pipeline easement across northwesterly corner of the property granted to Gulf Interstate Gas Company of record in Book 2245, page 273, said Register's Office, as amended by Partial Release from Columbia Gulf Transmission Company, of record in Book 4438, page 691, said Register's Office, the said Columbia Gulf Transmission Company being the successor to Gulf Interstate Gas Company and having been conveyed all right, title and interest in and to said easement by instrument of record in Book 2875, page 299, said Register's Office.

3. Partial Release of record in Book 6753, page 282, said Register's Office by and between Club Properties, Inc. and Columbia Gulf Transmission Company Properties, Inc.

4. Easement for sanitary sewers and/or storm drainage of record in Book 6764, page 706, said Register's Office, as confirmed, ratified and consented to within a Special Trustee's Consent To Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 6803, page 705, said Register's Office.

5. Storm Water Detention Agreement of record in Book 6762, page 245, said Register's Office.

6. Conveyance of sewer mains of record in Book 7416, page 225, said Register's Office.

7. Conveyance of water mains of record in Book 7416, page 286, said Register's Office.

8. All matters shown on the plan of record in Book 6250, page 838, said Register's Office.

9. Rights of tenants in possession as tenants only under residential apartment leases.

10. Permanent easement for construction and maintenance of drainage facility conveyed by Grantor to the State of Tennessee pursuant to that certain Warranty Deed dated December 30, 1996 of record in Book 10322, page 936, said Register's Office.

11. Permanent slope easement conveyed by Grantor to the State of Tennessee pursuant to that certain Warranty Deed dated December 30, 1996 of record in Book 10322, page 939, said Register's Office.

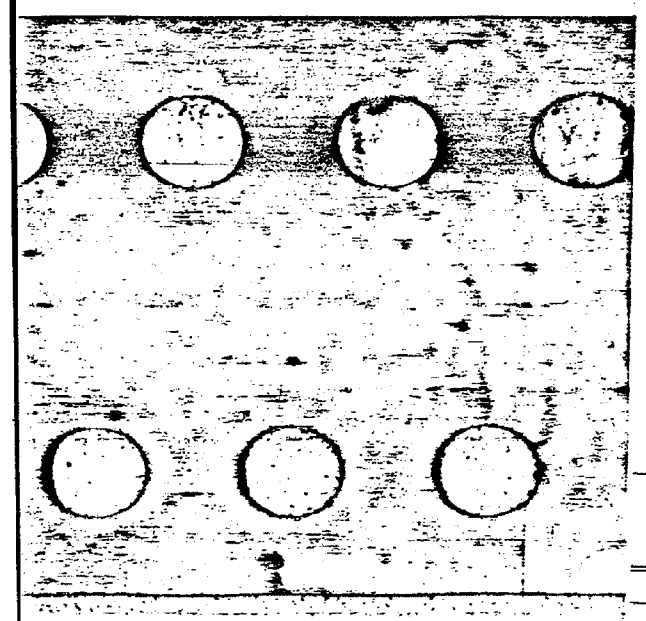
12. Permanent easement conveyed by Grantor to the Metropolitan Government of Nashville and Davidson County, acting by and through The Electric Power Board of said government pursuant to that certain Grant of Anchor Easement dated January 7, 1997 of record in Book 10319, page 992, said Register's Office.

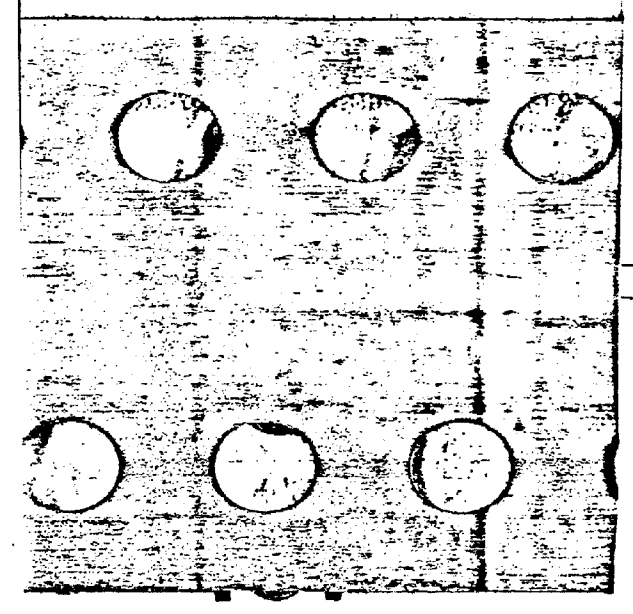
13. Matters shown on the survey dated May 27, 1987, and revised on June 23, 1987, February 3, 1997 and February 13, 1997 prepared by Barge, Waggoner, Sumner & Cannon, Inc. by William C. Watson, Registered Land Surveyor, Tennessee License No. 1487.

14. Memorandum of License of record in Book 7128, page 373, said Register's Office.

0274342
IDENTIF. & REFERENCE
97 FEB 19 PM 2:55

7774 02/19 0101 03CHECK 63850.00





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

RECEIVED OF _____

FOR _____

BOOK 10353 PG 457

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

Conv.amt 17,250,000.00

CON TX 63825.00
PRFEE 1.00
WDEED 24.00
TOTAL 63850.00
CHECK 63850.00

02/19/97 01 14:07 0001 7774

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0274342
IDENTIF. # REFERENCE

97 FEB 19 PM 2:05

DAVIDSON COUNTY TN

No. 1118225