BOOK 10472 PG 417

This Instrument Prepared by:
New Plan Realty Trust
1120 Avenue of the Americas
New York, NY 10036

Address new owner as follows:	Send tax bills to:	Map-Parcel Numbers
New Plan of Tennessee, L.P. 1120 Avenue of the Americas New York, NY 10036 Attn: Legal Dept.	Same	161-130

97 MAY 30 PM 2:20
REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE
MAIL ENV.
031049

QUIT-CLAIM DEED

THE STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

THIS INDENTURE made as of this 27 day of May, 1997, by and between New Plan Realty Trust, a Massachusetts business trust, having its principal place of business in New York, NY ("Grantor"), and New Plan of Tennessee, L.P., a Delaware limited partnership having its principal place of business in New York, NY, ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby BARGAINS, SELLS, REMISES, RELEASES, QUIT-CLAIMS and CONVEYS unto Grantee, its successors and assigns forever, 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 of record, unto Grantee, Grantee's successors and assigns in fee simple forever.

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).

This Agreement and all documents, agreements, understandings and arrangements relating to this transaction have been negotiated, executed and delivered on behalf of New Plan Realty Trust by the Trustees or officers thereof in their representative capacity under the Amended and Restated Declaration of Trust of New Plan Realty Trust dated as of January 15, 1996, and not individually, and bind only the Trust Estate of New Plan Realty Trust, and no Trustee, officer, employee, agent or shareholder of New Plan Realty Trust shall be bound or held to any personal liability in connection with the obligations of New Plan Realty Trust thereunder, and any person or entity dealing with New Plan Realty Trust in connection therewith shall look solely to the Trust Estate for the payment of any claim or for the performance of any obligation thereunder. The foregoing shall also apply to any future documents, agreements, understandings, and arrangements which may relate to this transaction.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

GRANTOR:

NEW PLAN REALTY TRUST, a Massachusetts business trust

By: _____

STATE OF NEW YORK)
COUNTY OF New York)

BEFORE ME, THE UNDERSIGNED, a notary public in and for the county and state above mentioned, personally appeared Nora Siegel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Secretary (or other officer authorized to execute the instrument) of New Plan Realty Trust, the within name bargainor, a Massachusetts business trust, and that such Secretary executed the foregoing instrument for the purpose therein contained, by personally signing the name of the trust as such Secretary.

Witness my official hand and seal, at office, in NY, New York, on this 22 day of May, 1997.

_____
Notary Public

My commission expires: _____

GAIL SOLARCHIK
Notary Public, State of New York
No. 01SO4798199
Qualified in Queens County
Commission Expires February 28, 1998

l\rdp\quitdeed\country

Commonwealth®
Land Title Insurance Company

BOOK 10472 PG 419

Policy No. 207-512939

File No. FWK# CLT96-0010

EXHIBIT A
PROPERTY DESCRIPTION

Being Lot No. 1 on the plat of Resubdivision of Phase I of Country Place recorded in Book 4675, page 65, R.O.D.C., Tennessee and being more particularly described on that certain ALTA/ACSM Land Title Survey by John O. Spry, Tennessee Registered Land Surveyor No. 727, Ragan-Smith-Associates, Inc., 315 Woodland Street, Nashville, TN, 37206, Job No. 71-069, dated April 1, 1996 as follows:

BEGINNING at an existing iron pin at the common northerly corner of Lots 1 and 2 of said Country Place plat and being in the southerly line of Brentwood Assembly of God Church of record in Book 4839, Page 481, R.O.D.C., Tennessee; thence,

1. With the common line between Lot 1 and said church property, S 84° 08' 44" E, 193.14 feet (S 85° 01' E, 193.95' - plat) to an existing iron pin; thence,

2. N 11° 47' 10" E, 330.90 feet (N 11° 34' E, 327.92 feet - plat) to an existing concrete monument; thence,

3. N 78° 11' 51" W, 447.18 feet (N 78° 13' W, 447.48 feet - plat) to an existing iron pin in the easterly right-of-way line of Edmonson Pike; thence,

4. With said easterly right-of-way line, N 11° 45' 02" E, 150.10 feet (N 11° 38' E, 150.00 feet - plat) to an existing iron pin in the southerly line of Woodwinds, Ltd. of record in Book 8146, Page 291, R.O.D.C., Tennessee; thence,

5. With the common line of said Woodwinds, Ltd. and the herein-described Lot 1, S 78° 14' 25" E, 447.09 feet (S 78° 13' E, 447.48 feet - plat) to an existing iron pin in concrete; thence,

6. N 11° 38' 15" E, 79.89 feet (N 11° 34' E, 80.00 feet - plat) to an existing iron pin; thence,

7. N 86° 44' 42" E, 155.12 feet (N 86° 43' E, 154.97 feet - plat) to an existing iron pin; thence,

8. S 58° 54' 25" E, 660.39 feet (S 59° 04' 46" E, 660.78 feet - plat) to an existing iron pin, the common corner of Woodwinds, Ltd.; Lot 1 and Gertrude T. Ezell property of record in Book 6759, Page 459, R.O.D.C., Tennessee; thence,

211825.1 4/2/96

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Form 4100

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BOOK 10472 PG 420

Policy No. 207-512939

File No. FWK# CLT96-0010

EXHIBIT A
CONTINUED

9. With the common line of said Ezell property and the herein-described Lot 1, S 13° 21' 11" W, 349.53 feet (S 13° 17' W, 350.00 feet - plat) to an existing iron pin; thence,

10. N 79° 05' 19" W, 239.82 feet (N 79° 11', 240.00 feet - plat) to an existing iron pin at the beginning of a curve concave to the east; thence,

11. With said curve in a southerly direct with a 273.52-foot radius curve to the left a distance of 135.27 feet (135.18 feet - plat) to an existing iron pin, said curve has a chord bearing and distance of S 03° 17' 49" E, 133.89 feet; thence,

12. Continuing with a non-tangent 446.06-foot radius curve to the right a distance of 388.34 feet (389.26 feet - plat) to an existing iron pin, said curve has a chord bearing and distance of S 07° 35' 20" W, 376.20 feet; thence,

13. Continuing with a non-tangent 506.98-foot radius curve to the left, a distance of 300.83 feet (300.85 feet - plat) to an existing iron pin; said curve has a chord bearing and distance of S 15° 32' 11" W, 296.43 feet; thence,

14. S 01° 24' 49" E, 90.00 feet (S 01° 30" E - plat) to an iron pin set in the northerly line of Elsie Jones Philips Howse property of record in Book 5191, Page 33, R.O.D.C., Tennessee; thence,

15. With the common line of the Howse property and the herein described Lot 1, N 82° 01' 52" W, 70.00 feet (N 82° 00' W - plat) to an existing concrete monument; thence,

16. S 10° 14' 20" W, 154.00 feet (S 10° 11' W, 153.98 feet - plat) to an existing concrete monument in the northerly right-of-way line of McMurray Drive; thence,

17. With said northerly right-of-way line, N 73° 40' 00" W, 128.27 feet (128.32 feet - plat) to an existing iron pin; thence,

18. With a non-tangent 1402.87-foot radius curve to the right, a distance of 293.82 feet to a P.K. nail set; said curve has a chord bearing and distance of N 67° 56' 54" W, 293.28 feet; thence,

19. N 59° 52' 43" W, 71.00 feet (N 61° 40' W - plat) to an existing iron pin in a tree trunk; thence,

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Land Title Insurance Company

BOOK 10472 PG 421

Policy No. 207-512939

File No. FWK# CLT96-0010

EXHIBIT A
CONTINUED

20. With a non-tangent 1926.25-foot radius curve, a distance of 221.30 feet (220.73 feet - plat) to an existing iron pin, the common corner of Lot 2, Country Place (Danbury Condominium) and the herein-described Lot 1; said curve has a chord bearing and distance of N 64° 42' 51" E, 221.18 feet; thence,

21. Leaving the northerly right-of-way line of McMurray Drive with the common line of said Lots 1 and 2, N 10° 49' 51" E, 860.18 feet (N 10° 45' 56" E, 861.92 feet - plat) to the point of beginning and containing 1,175,169 square feet or 26.978 acres, more or less.

Being the same property conveyed to New Plan Realty Trust, a Massachusetts business trust, by deed, dated April 2, 1996, from Country Place Associates, Ltd., a Tennessee limited partnership, of record in Book 9999, page 963, Register's Office for Davidson County, Tennessee.

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