BOOK 10472 PG 422

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	

97110150
IDENTIF. & REFERENCE
MAIL ENV.
97 MAY 30 PM 2:20
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

QUIT-CLAIM DEED

THE STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

THIS INDENTURE made as of this 1st 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 Elena 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 12 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

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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,

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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,

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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.

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