BOP 37
LL

ADDRESS NEW OWNER	MAP-PARCEL NUMBERS	SEND TAX BILL TO:
Alliance GT 3 Limited Partnership 221 North LaSalle St., Ste. 1653 Chicago, Illinois 29210	Map 95-Par 24	Owner
This instrument prepared by: United Dominion Realty, L.P., 10 South Sixth Street, Richmond, Virginia 23219-3802		

WARRANTY DEED

THIS INSTRUMENT was executed and delivered as of September 8, 2000, by and among UNITED DOMINION REALTY, L.P., a Virginia limited partnership (the "Grantor"), ALLIANCE GT 3 LIMITED PARTNERSHIP, a Delaware limited partnership (the "Grantee") and UNITED DOMINION REALTY TRUST, INC., a Virginia corporation ("United Dominion").

WHEREAS, United Dominion previously contributed the Property (as hereinafter defined) to the Grantor and evidenced its contribution of its partnership interest by conveying title to the Property to Grantor by unrecorded deed dated December 29, 1995;

WHEREAS, United Dominion joins in this deed for the purposes of evidencing its conveyance to Grantor and quitclaiming to Grantee any interest it may have in the Property;

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, and United Dominion does hereby sell and quitclaim to Grantee all of United Dominion's right, title and interest in and to the land in the County of Davidson, Tennessee, more particularly described on Exhibit A attached hereto, and incorporated by this reference, together with all appurtenances thereto belonging (the "Property").

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.

Davidson County DEEDWARR
Recvd: 09/22/00 08:24 6pgs
Fees:27.00 Taxes:45325.00
20000922-0094108

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 and United Dominion have executed and delivered this Deed as of September 8, 2000.

UNITED DOMINION REALTY, L.P.,
a Virginia limited partnership

By: UNITED DOMINION REALTY TRUST, INC.,
General Partner

By: _____

Its: Milton A. Scott, Jr.
Vice President

UNITED DOMINION REALTY TRUST, INC.,
a Virginia corporation

By: _____

Milton A. Scott, Jr.
Its: Vice President

STATE OF VIRGINIA
CITY OF RICHMOND

Personally appeared before me Susan E. Hakala, Notary Public, Milton A. Scott, JR., with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes herein contained and who further acknowledged that he is the Vice President of United Dominion Realty Trust, Inc., a Virginia corporation, general partner of United Dominion Realty, L.P., a Virginia limited partnership, and is authorized to executed this instrument on behalf of said company.

WITNESS my hand, at office, this 5th day of September, 2000.

_____
Notary Public
My Commission Expires: 12/31/02

SUSAN E. HAKALA
NOTARY PUBLIC
VIRGINIA

STATE OF VIRGINIA
CITY OF RICHMOND

Personally appeared before me Susan E. Hakala, Notary Public, Milton D. Scott, Jr., with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing instrument for the purposes herein contained and who further acknowledged that he/she is the Vice President of United Dominion Realty Trust, Inc., a Virginia corporation, and is authorized to executed this instrument on behalf of said company.

WITNESS my hand, at office, this 5th day of September, 2000.

Susan E. Hakala
Notary Public
My Commission Expires: 12/31/02

STATE OF VIRGINIA
CITY OF RICHMOND

The actual consideration for this transfer or value of the property transferred, whichever is greater is $12,250,000.00.

Subscribed and sworn to before me this 5th day of September, 2000.

Affiant

Notary Public
My Commission Expires: 12/31/02



Return to:
Alliance GT 3 Limited Partnership
221 North LaSalle Street, Suite 1653
Chicago, Illinois 60601

Property Address:

2131 Elm Hill Pike
Nashville, Tennessee 37210

EXHIBIT A

2131 Apartments

Being a parcel of land, in the First Civil District of Nashville, Davidson County, Tennessee, with all improvements thereon and appurtenances thereunto belonging, located in the southwesterly quadrant of the intersection of Elm Hill Pike and Briley Parkway, and being more particularly described by Survey by Barge, Waggoner, Sumner and Cannon, License No. 1487, dated November 20, 1992, and last revised December 14, 1992, and entitled "As Built Survey, 2131 Apartments, 2131 Elm Hill Pike, First Civil District, Fifteenth Councilmanic District Nashville, Davidson County, Tennessee", reference to the Plat is made for a more particular description of said property, and incorporated herein by reference, with said property being bounded and described in accordance with the Plat as follows:

Beginning at the point of intersection of the southerly right-of-way line of Elm Hill Pike and the westerly right-of-way line of the west bound on ramp of Briley Parkway: Thence, with said westerly right-of-way line S 79 deg. 04' 30" E, 255.34 feet to a point; Thence, continuing with said line S 70 deg. 17' 00" E, 150.00 feet to a point in the westerly right-of-way line of Briley Parkway; Thence, with said right-of-way line the following calls: S 05 deg. 43' 00" W, 90.20 feet to a point; with a curve to the right 587.51 feet to a point, said curve having a central angle of 29 deg. 11' 20", a radius of 1153.24 feet, a tangent of 300.28 feet and a chord of S 30 deg. 28' 30" W, 581.18 feet; thence S 45 deg. 04 ' 10" W, 435.85 feet to a point; thence S 23 deg. 16 ' 50" W, 53.85 feet to a point; thence S 45 deg. 04' 10" W, 250.00 feet to a point; thence S 54 deg. 13' 37" W, 59.15 feet to a point; Thence, leaving said right-of-way line with the northerly line of Lot No. 7 as shown on the plan of Metropolitan Industrial Park, Phase II, Section Twenty-One, as of record in Book 5800, page 359, R.O.D.C., the following calls: N 63 deg. 26' 01" W, 196.54 feet to a point; thence N 56 deg. 23' 10" W, 500.00 feet to a point; thence N 58 deg. 45' 40" W, 400.00 feet to a point; Thence, leaving said line with the southerly line of property conveyed to Airlane Complex Partners by deed of record in Book 7064, page 26, R.O.D.C., N 74 deg. 19' 40" E, 298.85 feet to a point; Thence, with the southerly line of property conveyed to Harsh Chapel Baptist Church, Trustees, by deed of record in Book 2693, page 331, R.O.D.C., N 75 deg. 43' 25" E, 496.00 feet to a point; Thence, with the southerly line of property conveyed to John L. Lloyd, et ux, by deed of record in Book 5822, page 140, R.O.D.C., N 76 deg. 37' 25" E, 100.00 feet to a point; Thence, with the easterly line of said Lloyd property N 10 deg. 44' 35" W, 345.14 feet to a point in the southerly right-of-way line of Elm Hill Pike; Thence, with said right-of-way line N 85 deg. 26' 35" E, 191.34 feet to a point; Thence, continuing with said right-of-way line with a curve to the left 424.22 feet to the point of BEGINNING, said curve having a central angle of 19 deg. 49' 37", a radius of 1225.92 feet, a tangent of 214.25 feet and a chord of N 75 deg. 31' 47" E, 422.11 feet. Containing 1,061,631 square feet or 24.37 acres, more or less.

BEING AND INTENDED TO BE the same premises conveyed by an unrecorded Deed dated December 29, 1995, from United Dominion Realty Trust, Inc. to United Dominion Realty, L.P. Also, being the property conveyed by deed of record in Book 8817, page 787, said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2000, a lien, but not yet due and payable, and taxes for subsequent years.

2. Laundry Lease Agreement recorded in Book 8967, page 568.

3. Terms and conditions of deed to Metropolitan Government of Nashville and Davidson County, Tennessee, recorded in Book 3901, Page 345.

4. Rights of tenants in possession under unrecorded residential leases.

5. Such a state of facts as would be disclosed by a current, accurate survey of the property.

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