Box 23
MBH

This instrument prepared by: (JMB)
Baker, Donelson, Bearman & Caldwell
A Professional Corporation
511 Union Street, Suite 1700
Nashville, TN 37219

Davidson County DEEDTRS
Recvd: 11/08/00 14:08 4pgs
Fees:19.00 Taxes:41198.28
20001108-0111161

Address New Owner as Follows:

Condor One, Inc.
c/o GE Capital Realty Group, Inc.
Two Bent Tree Tower, Suite 400
16479 Dallas Parkway
Dallas, TX 75248
Attn: Doug Goldrick

Send Tax Bills To:

Same

Map and Parcel No.:

Tax Map 81-16, Parcel 303
Tax Map 81-16, Parcels 376, 377 & 378

SUCCESSOR TRUSTEE'S DEED

This Trustee's Deed is made and entered into on this the 25th day of October, 2000, by John M. Bryant, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, **HERMITAGE "A" APARTMENTS, LTD.**, by that certain Deed of Trust dated as of May 26, 1983, being of record in Book 6064, page 242, Register's Office for Davidson County, Tennessee, conveyed the herein described property to Walter C. Messemer, Trustee, to secure payment of certain indebtedness described therein; and

WHEREAS, Condor One, Inc., the holder and owner of said indebtedness ("Lender"), has appointed John M. Bryant, Jr. as Successor Trustee under the Deed of Trust pursuant to an instrument recorded at Instrument No. 20000912-0090375, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in sais Deed of Trust, and the Substitute Trustee caused notice to be published in The Nashville Record that the Property would be sold at 10:30 o'clock a.m. on Wednesday, October 25, 2000, at the Main (South) door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on Thursday, September 28, 2000, Thursday, October 5, 2000, and Thursday, October 12, 2000.

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Condor One, Inc., at the price of $11,134,671.00 this being the highest, last and best bid.

NOW, THEREFORE, I, John M. Bryant, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of $11,134,671.00, by these presents do transfer and convey unto Condor One, Inc., its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all hereditaments and appurtenances thereunto belonging or in any wise appertaining, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

Being a tract of land located in the Second Civil District on the Northeast side of Murfreesboro Road generally South of Nashboro Blvd., being in the councilmatic district of Davidson County, Tennessee, and being more particularly described as follows;

Beginning at an iron pin located in the Northeast margin of Murfreesboro Road being, S 20° 29' E along Murfreesboro Road, 1054 feet from the intersection of the south radius return of Nashboro Blvd., with Murfreesboro Road, said iron pin also

being, N 20° 29' W, 130.00 feet from the Northwest property corner of Walton Conn, et ux as of record in Deed Book 4421, page 898 and Book 3700, page 9, R.O.D.C.:

Thence, leaving said Murfreesboro Road and with a radius return to the left having a radius of 25.00 feet, a curve distance of 39.27 feet to a point;

Thence, N 69° 31' 06" E, 25.00 feet to a point;

Thence, N 73° 48' 27" E, 200.56 feet to a point in the beginning of a curve to the left;

Thence, with said curve, having a radius of 239.92 feet, a curve distance of 271.39 feet to a point;

Thence, N 4° 42' 27" E, 50.00 feet to a point;

Thence, S 85° 17' 33" E. 50.00 feet to a point;

Thence, N 4° 42' 27" E, 407.29 feet to a point in the boundary line of the Mary Douglas property as of reference in Deed Book 1300, page 580, R.O.D.C.;

Thence, along Douglas' South line, S 85° 18' E, 694.65 feet to a point;

Thence, S 86° 15' E, 288.59 feet to a point;

Thence, N 86° 46' E, 30.79 feet to a point;

Thence, S 85° 19' E, 182.42 feet to a point within a 100-foot T.V.A. power line easement;

Thence, passing through said 100-foot easement and through a 50-foot gas line easement and continuing with Mary Douglas' boundary line, N 73° 53' E, 225.87 feet to a point;

Thence, S 8° 31' E, again passing through said 100-foot T.V.A. easement and 50-foot gas line easement, 814.02 feet to a point;

Thence, leaving said Mary Douglas' property, S 45° 18' 44" W, 193.13 feet to a point in the Northern boundary of the Section 6 of Edge-O-Lake subdivision, as of record in Plat Book 3700, page 16;

Thence, with Edge-O-Lake subdivision N 85° 31' W, 58.04 feet to a point in the Northern boundary of Section 10 of Edge-O-Lake subdivision as of record in Plat Book 3842, page 180, R.O.D.C.;

Thence, S 80° 47' W, 109.76 feet to a point;

Thence, N 9° 13' W, 29.54 feet to a point;

Thence, N 84° 09' W, 31.07 feet to a point at the Northeast corner of the terminus of Rychen Drive;

Thence, N 82° 27' W, crossing the Northern terminus of Rychen Drive, 58.32 feet to a point;

Thence, N 81° 02' W, 73.59 feet to a point;

Thence, N 87° 29' W, passing through the corner of said Section 10 of Edge-O-Lake's subdivision and along with Walton Conn, et ux North boundary line as of record in Book 4421, page 898, and Book 3700, page 9, a distance of 305.78 feet to a point;

Thence, continuing with Conn's North line, N 85° 21' W, 630.53 feet to a point;

Thence, N 87° 00' W, 434.90 feet to a point;

Thence, N 84° 56' W, 138.27 feet to a point in the East margin of Murfreesboro Road being the Northwest corner of said Conn property;

Thence, leaving said Conn property and with the Murfreesboro East right of way margin, N 20° 29' W, 130.00 feet to the point of beginning.

Containing 1,388,500.6 square feet (31.88 acres, more or less).

AND BEING the same property conveyed to Hermitage "A" Apartments, Ltd. by deed from American Apartment Management Company, Inc. dated May 25, 1983 of record in Book 6064, page 235, Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free from equity of redemption, statutory right of redemption, homestead, dower and all other exemptions, all of which are expressly waived in the Indebtedness.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Indebtedness upon which this foreclosure sale is had.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such easements, building lines, recorded plans and restrictions as may be applicable.

(5) Any rights of redemption or otherwise held by the Internal Revenue Service as provided for in 26 U.S.C. Sub. Sec. 7425(d)(1) and/or any rights of redemption or otherwise held by the State of Tennessee as provided for in T.C.A. Sec. 67-1-1433(c)(1).

(6) Rights or claims of parties in possession.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(8) Any and all deeds of trust and/or fixture filings which take priority over the Indebtedness upon which this foreclosure sale is had.

(9) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Indebtedness under which the foreclosure was held.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL

AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

John M. Bryant, Jr., Successor Trustee

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared John M. Bryant, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of October, 2000.

Notary Public

My commission expires: 1/27/2001

MARILYN HYDE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN 27, 2001

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value whichever is greater, for this transfer is $11,134,671.00.

Affiant

Subscribed and sworn to before me this the 25th day of October, 2000.

Notary Public

My commission expires: 1/27/2001

MARILYN HYDE NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN 27, 2001