THIS INSTRUMENT PREPARED BY: Jonathan R. Shils, Esq.
Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street, N.E.
Atlanta, GA 30303

FROM: Trinity Hills Village Apartments Limited Partnership, a Tennessee limited partnership

TO: Trinity Hills, L.P., a Tennessee limited partnership

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
c/o First Cumberland Properties 5020 Harpeth Drive Brentwood, Tennessee 37207	Same	Map 059-16 Parcel 246 & 247

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $1,750,000.00.

Affiant

Subscribed and sworn to before me, this the 21st day of December, 2000.

Notary Public

My Comm. Expires: 5/28/03

Davidson County DEEDWARR
Recvd: 01/02/01 12:20 7pgs
Fees:31.00 Taxes:6475.00
20010102-0000389

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SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Trinity Hills Village Apartments Limited Partnership, a Tennessee limited partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto Trinity Hills, L.P., a Tennessee limited partnership, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

SEE EXHIBIT "A"

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth below.

SEE EXHIBIT "B"

This is improved property located at 400 E. Nocturne Drive, Nashville, Tennessee 37207.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this 20TH day of December, 2000.

TRINITY HILLS VILLAGE APARTMENTS LIMITED PARTNERSHIP, a Tennessee limited partnership

By: The National Housing Partnership, a District Columbia limited partnership, as General Partner

By: National Corporation for Housing Partnerships, a District of Columbia corporation, as its General Partner

By: _____
Lance J. Graber
Executive Vice-President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lance J. Graber, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Executive Vice-President of National Corporation for Housing Partnerships, a District of Columbia corporation ("NCHP"), in its capacity as General Partner of The National Housing Partnership, a District of Columbia limited partnership ("NHP"), in its capacity as General Partner of Trinity Hills Village Apartments Limited Partnership, a Tennessee limited partnership, the within named bargainor, and that he as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the NCHP in its capacity as General Partner of NHP, and on its behalf, in its capacity as General Partner of the bargainor, and on its behalf, by himself as Executive Vice-President of NCHP.

Witness my hand and seal, at office in NEW YORK STATE, this the 20TH day of DECEMBER, 2000.

_____
NOTARY PUBLIC

CARLOS JORDAN
NOTARY PUBLIC, State of New York
No. 01JO4890568 Qual. Queens County
Commission Expires April 27, 2001

My Commission Expires:_____

LEGAL DESCRIPTION

EXHIBIT "A"

BEGINNING at a point in the east margin of Manila Street, said point being North 7 degrees 31 minutes 43 seconds East 40.25 feet from a concrete monument at the intersection of the south margin of Nocturne Drive with east margin of Manila Street;

THENCE North 7 degrees 31 minutes 43 seconds East 267.93 feet with said margin of Manila Street to an iron pin;

THENCE North 10 degrees 33 minutes 43 seconds East 480.42 feet with said margin of Manila Street to an iron pin;

THENCE South 79 degrees 26 minutes 17 seconds East 50.0 feet to an iron pin;

THENCE North 10 degrees 33 minutes 43 East 50.0 feet to an iron pin;

THENCE easterly 168.22 feet with a curve to the left, said curve having a radius of 275.00 feet and a central angle of 35 degrees 02 minute 56 seconds to an iron pin;

THENCE North 75 degrees 32 minutes 43 seconds East 188.55 feet to an iron pin;

THENCE southeasterly 431.97 feet with a curve to the right, said curve having a radius of 225.00 feet and a central angle of 110 degrees 00 minutes to an iron pin;

THENCE South 5 degrees 32 minutes 43 seconds West 55.58 feet to a point;

THENCE southwesterly 475.85 feet with a curve to the left, said curve having a radius of 578.38 feet and a central angle of 47 degrees 08 minutes 17 seconds to a point;

THENCE South 45 degrees 55 minutes 43 seconds West 516.33 feet to the point of beginning and containing 7.06 acres or 307,593 square feet.

LEGAL DESCRIPTION
(continued)

Easement No. 1 (Roadway and Utility Easement)

BEGINNING at the southwest corner;

THENCE North 7 degrees 31 minutes 43 seconds East 40.25 feet to a point;

THENCE North 45 degrees 55 minutes 43 seconds East 52.00 feet to a point;

THENCE northwesterly 39.27 feet with a curve to the left having a radius of 25 feet to a point;

THENCE North 44 degrees 04 minutes 17 seconds West 36.03 feet to a point in the west boundary line;

THENCE North 7 degrees 31 minutes 43 seconds East 89.32 feet to a point;

THENCE South 44 degrees 04 minutes 17 seconds East 91.51 feet to a point;

THENCE southeasterly 39.27 feet with a curve to the left having a radius of 25 feet;

THENCE North 45 degrees 55 minutes 43 seconds East 312.78 feet to a point;

THENCE easterly 474.45 feet with a curve to the right having a radius of 603.38 feet to a point;

THENCE northeasterly 37.28 feet with a curve to the left having a radius of 25 feet to a point in the east boundary line;

THENCE South 5 degrees 32 minutes 43 seconds West 48.55 feet to the southeast corner;

THENCE southwesterly 475.85 feet with a curve to the left having a radius of 578.38 feet to a point;

THENCE South 45 degrees 55 minutes 43 seconds West 516.33 feet to the point of beginning.

LEGAL DESCRIPTION
(continued)

Being the same property conveyed to Trinity Hills Village Apartments Limited Partnership by Warranty Deed of record in Deed Book 4621, page 733, of the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

1. All assessments and taxes for the years 2001 and thereafter that constitute a lien, but are not yet due and payable.

2. Rights or claims of individuals presently occupying apartment units as tenants pursuant to written apartment leases.

3. Roads, ways, streams or easement, if any, not shown by the public records, riparian rights and the title to any sovereignty lands.

4. Deed of Conveyance to Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Service from Trinity Hill Village, Inc. for Sewer lines dated June 27, 1973 and recorded February 8, 1974 in Book 4786, Page 541, Davidson County, Tennessee records.

5. Roadway and Utility Easement (Easement No. 1) in Deed recorded July 25, 1972 in Book 4621, Page 733 and as shown on the Plat recorded in Plat Book 4675, Page 80, aforesaid records.

6. Survey prepared by Crawford Land Surveyors, P.C. dated 5-24-00, last revised July 31, 2000, and designated as Job No. 20079 (E) shows the following:

   a. Chain link fence along easterly line encroaches across Easement No. 1 (Roadway & Utility Easement) and encroaches over property adjoining on the East and South;
   b. Curb on or near Southeasterly portion of easterly boundary lines;
   c. Curb encroaches across Easement No. 1 (Roadway & Utility Easement) and onto property adjoining to the South at the Southeasterly corner of premises and runs parallel to Southerly boundary line through property adjoining to the South;
   d. Curbing along South portion of property encroaches onto Easement No. 1 (Roadway & Utility Easement); and
   e. Curbing along Westerly line encroaches onto Old Mathews Road (50 foot Right of Way).