This Instrument Prepared By:
Joseph R. Prochaska
WILLIAMS & PROCHASKA, P.C.
401 Church Street
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 11/21/03 11:50 5pgs
Fees:28.00 Taxes:46250.00
20031121-0169925

Address New Owner:	**Send Tax Bills To:**	**Map-Parcel Numbers:**
PSSFC-C1 Goodlettsville Apartments, LLC, a Delaware limited liability company c/o Lennar Partners, Inc. Attn.: REO Dept. 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139	Same	Map 26-0 Parcel 151

SUCCESSOR TRUSTEE'S DEED

WHEREAS, J.P. Realty II, Inc., ("Borrower"), by Multifamily Deed of Trust, Assignment of Rents and Security Agreement made on November 19, 1999 ("Deed of Trust") recorded at Book 11754, Page 847 in the Register's Office for Davidson County, Tennessee ("Register's Office"), conveyed to Robert Pinstein, Trustee, with power to sell upon default in the payment of the indebtedness therein secured Borrower's interest in certain real property hereinafter described and conveyed by said Deed of Trust ("Property"); and

WHEREAS, by an instrument recorded as Instrument No. 20021216-0154323 in said Register's Office, Harris P. Quinn is named as Successor Trustee in said Deed of Trust and vested with all powers and duties conferred upon the original Trustee; and

WHEREAS, default in the payment of the indebtedness therein secured was made and PSSFC-CI Goodlettsville Apartments, LLC, being the lawful owner and holder of said debt, which was evidenced by note, demanded that the Property be advertised and sold in satisfaction

of said indebtedness, consistent with the power and duties imposed upon said Trustee and his successors in said Deed of Trust; and

WHEREAS, I, Harris P. Quinn, Successor Trustee, caused said Property to be duly advertised by notice published once each week for three consecutive weeks and continuing for a period of 21 days following publication of first notice in The Nashville Record, a newspaper published in Davidson County, Tennessee, stating that, on November 20, 2003 at 10:30 A.M., said Property hereinafter described would be sold to the highest and best bidder at public auction for cash, and free from all rights of redemption afforded by statute, equitable rights of redemption, exemptions of homestead, rights by virtue of marriage, elective share, any right of appraisement or valuation and all other exemptions of every kind, all of which were expressly waived in said Deed of Trust; and

WHEREAS, at the time and place stated in said notice I offered said Property for sale at public outcry and sold said Property to PSSFC-CI Goodlettsville Apartments, LLC, its bid of Twelve Million Five Hundred Thousand and 00/100 Dollars ($12,500,000.00) being the highest and best bid offered;

NOW, THEREFORE, in consideration of the premises and in exercise of the powers and duties vested in me by said Deed of Trust, and in consideration of the sum of Twelve Million Five Hundred Thousand and 00/100 Dollars ($12,500,000.00), cash in hand paid, I, Harris P. Quinn, Successor Trustee, as aforesaid, have bargained and sold and by these presents do transfer and convey unto PSSFC-CI Goodlettsville Apartments, LLC, its successor and assigns, all of the right, title and interest vested in me by said Deed of Trust in the real property therein described, which said real property is situated in Davidson County, Tennessee, and is described on the attached Exhibit A.

The sale was held, and this conveyance is made, subject to all matters shown on any applicable recorded plat; matters that an accurate survey of the premises might disclose; prior liens and encumbrances; assessments, building lines, easements, covenants, and restrictions that may exist; and, unpaid taxes.

TO HAVE AND TO HOLD said Property with the appurtenances, estate, title and interest thereto belonging to said PSSFC-CI Goodlettsville Apartments, LLC, its successors and assigns, forever. And I do hereby transfer and assign unto PSSFC-CI Goodlettsville Apartments, LLC, its successors and assigns, all of the rights and benefits of the covenants and warranties in said Deed of Trust contained in as full and ample a manner as under it I can or should do, but I convey and assign as Successor Trustee, and not otherwise.

WITNESS my hand this 20th day of November, 2003.

Harris P. Quinn, Successor Trustee

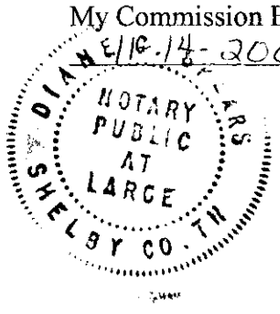
STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, Diane C. Spears, a Notary Public in and for said State and County, Harris P. Quinn, Successor Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 20th day of November, 2003.

Diane C. Spears
Notary Public

My Commission Expires:
8/16-14-2004



STATE OF FLORIDA
COUNTY OF DADE

The actual consideration for this transfer or value of Property (whichever is greater) is Twelve Million Five Hundred Thousand and 00/100 Dollars ($12,500,000.00). This is equal to or greater than the amount which the Property would bring at a fair and voluntary sale.

PSSFC-CI Goodlettsville Apartments, LLC, a Delaware limited liability company

By: Lennar Partners, Inc., a Florida corporation, its manager

Randolph J. Wolpert, Vice President

Sworn and subscribed before me this 20th day of November, 2003.

Notary Public

My Commission Expires:

VICTORIA M. TAYLOR
MY COMMISSION # DD 038916
EXPIRES: October 30, 2005
Bonded Thru Notary Public Underwriters

Exhibit A
(Property Description)

A TRACT OF LAND IN THE TENTH COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, CITY OF GOODLETTSVILLE, TENNESSEE ACCORDING TO A SURVEY DATED MARCH 12, 1998 AND PREPARED BY RAGAN - SMITH ASSOCIATES, INC. 315 WOODLAND STREET, NASHVILLE, TN. 37206, PROJECT NO 77-263, W.O. NO 6258 AND BEING PHASE ONE, AS SHOWN ON THE PLAN ENTITLED "FINAL PLAT, SECTION EIGHT, NORTHCREEK COMMONS", RECORDED IN PLAT BOOK 9700, PAGE 32, R.O.D.C., TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN (NEW) ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CONFERENCE DRIVE, (RIGHT-OF-WAY WIDTH VARIES), SAID PIN BEING THE NORTHWESTERLY CORNER OF THE LARRY C. WYNNS PROPERTY AS RECORDED IN DEED BOOK 11156, PAGE 351, R.O.D.C., TENNESSEE; THENCE, AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CONFERENCE DRIVE AS RECORDED IN PLAT BOOK 9700, PAGE 32, R.O.D.C., TENNESSEE AND BEING THE SOUTHWESTERLY CORNER OF THE AFOREMENTIONED PHASE ONE; THENCE,

1. LEAVING THE NORTH LINE OF THE LARRY C. WYNNS PROPERTY, AND WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CONFERENCE DRIVE, (RIGHT-OF-WAY WIDTH VARIES), NORTH 26 DEGREES 02 MINUTES 17 SECOND WEST, 126.82 FEET TO AN IRON PIN (NEW); THENCE,

2. CONTINUING WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 4.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 1131.41 FEET TO AN IRON PIN (NEW) AT THE SOUTHERLY END OF THE SOUTHEAST RETURN CURVE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CONFERENCE DRIVE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHCREEK BOULEVARD, (RIGHT-OF-WAY WIDTH VARIES), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 25 DEGREES 55 MINUTES 05 SECONDS WEST, 4.74 FEET; THENCE,

3. NORTHEASTERLY 233.93 FEET ALONG THE ARC OF A RETURN CURVE TO THE RIGHT THAT HAS A RADIUS OF 150.00 FEET TO A IRON PIN (NEW); SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 52 MINUTES 48 SECONDS EAST, 210.94 FEET; THENCE,

4. WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHCREEK BOULEVARD NORTH 63 DEGREES 33 MINUTES 30 SECONDS EAST, 42.27 FEET TO AN IRON PIN (NEW); THENCE,

5. CONTINUING WITH SAID RIGHT-OF-WAY LINE, 574.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT THAT HAS A RADIUS OF 688.69 FEET TO AN IRON PIN (NEW), SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 39 DEGREES 40 MINUTES 29 SECONDS EAST, 557.67 FEET, THENCE,

6. LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF NORTHCREEK BOULEVARD AND WITH THE SOUTHERLY LINE OF THE NORTH CREEK ASSOCIATES, LTD. PROPERTY AS RECORDED IN DEED BOOK 6804, PAGE 160, R.O.D.C., TENNESSEE, SOUTH 82 DEGREES 33 MINUTES 28 SECONDS EAST, 288.72 FEET TO AN IRON PIN (NEW); THENCE,

7. CONTINUING WITH SAID SOUTHERLY LINE, NORTH 52 DEGREES 26 MINUTES 32 SECONDS EAST, 175.00 FEET TO AN IRON PIN (NEW); THENCE,

8. CONTINUING WITH SAID SOUTHERLY LINE, SOUTH 82 DEGREES 33 MINUTES 28 SECONDS EAST, 680.00 FEET TO AN IRON PIN (NEW); THENCE,

9. CONTINUING WITH SAID SOUTHERLY LINE, SOUTH 55 DEGREES 52 MINUTES 45 SECONDS EAST, 188.68 FEET TO AN IRON PINE (NEW) IN THE WESTERLY LINE OF THE DIAL PROPERTIES LLC, PROPERTY AS RECORDED IN DEED BOOK 10832, PAGE 144, R.O.D.C., TENNESSEE; THENCE,

10. WITH THE WESTERLY LINE OF THE DIAL PROPERTIES LLC PROPERTY, SOUTH 34 DEGREES 07 MINUTES 15 SECONDS WEST, 623.40 FEET TO AN IRON PIN (OLD); THENCE,

11. WITH THE NORTH LINE OF THE PICADILLY APARTMENTS AS RECORDED IN PLAT BOOK 5200, PAGE 592, R.O.D.C., TENNESSEE AND THE AFOREMENTIONED LARRY C. WYNNS PROPERTY, SOUTH 84 DEGREES 35 MINUTES 20 SECONDS WEST, 827.93 FEET TO AN IRON PIN (OLD); THENCE,

12. WITH THE NORTH LINE OF THE LARRY C. WYNNS PROPERTY, SOUTH 84 DEGREES 28 MINUTES 13 SECONDS WEST, 488.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 952,097 SQUARE FEET OR 21.857 ACRES MORE OR LESS AS CALCULATED BY THE ABOVE COURSES AND DISTANCES WHICH WERE DETERMINED WITHIN THE PRECISION REQUIREMENTS OF A CLASS "URBAN" ALTA/ACSM LAND TITLE SURVEY OF 1992.

BEING THE SAME PROPERTY CONVEYED TO J.P. REALTY II, INCORPORATED, BY LEX FARMS I, L.P., A MISSISSIPPI LIMITED PARTNERSHIP, AS EVIDENCED IN DEED BOOK 9985, PAGE 255, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.