Davidson County DEEDTRS
Recvd: 06/28/04 15:45 6pgs
Fees:32.00 Taxes:0.00
20040628-0076640

This Instrument Prepared By:
Stokes Bartholomew Evans & Petree, P.A. (CBR)
424 Church Street, 28th Floor
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map and Parcel No:
Federal Home Loan Mortgage Corporation 8200 Jones Branch Drive McLean, Virginia 22102	Same	Map 133 parcel 84

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 28th day of June, 2004, by Charles B. Robbins, Successor Trustee ("Successor Trustee").

WHEREAS, by Multifamily Deed of Trust, Assignment of Rents and Security Agreement (Including Fixture Filing), dated August 10, 1998, of record in Book 11058, page 672, Register's Office for Davidson County, Tennessee, as re-recorded in Book 11099, page 114, said Register's Office (the "Deed of Trust"), FOXCROFT INVESTMENT GROUP, LLC (herein sometimes "Debtor") conveyed to Warren H. Wild, Jr., Trustee, for the benefit of Laureate Realty Services, Inc., the Property (as hereinafter defined), to secure payment to Laureate Realty Services, Inc. of a certain indebtedness described in the Deed of Trust and as evidenced by that certain Multifamily Note (the "Note") in the original sum of One Million Nine Hundred Twenty Thousand and no/100 Dollars ($1,920,000.00) (the "Indebtedness"); and

WHEREAS, the security interest was perfected by that certain UCC-1 Financing Statement of record in Book 11058, page 714, said Register's Office and continued at File Number 203-028058, Tennessee Secretary of State; and

WHEREAS, the Deed of Trust was assigned to FEDERAL HOME LOAN MORTGAGE CORPORATION, a United States corporation, by Assignment of Security Instrument, dated as of August 10, 1998, of record in Book 11099, page 155, said Register's Office; and

WHEREAS, default was made in the payment of the indebtedness described in the Deed of Trust and Note, and following such default Federal Home Loan Mortgage Corporation accelerated the Indebtedness and appointed Charles B. Robbins as Successor Trustee in instrument of record as Instrument No. 20040528-0062942, said Register's Office, and further directed said Successor Trustee to advertise and sell the Property conveyed by said Deed of Trust in compliance with the provisions thereof; and

WHEREAS, as of May 25, 2004, at 8:00 a.m., there were no state or federal tax liens of record against the Debtor in the Register's Office for Davidson County, Tennessee; and

WHEREAS, said Successor Trustee caused notice to be published in The Nashville Record, a newspaper published in Davidson County, Tennessee, that the Property would be sold at 12:00 p.m. on Monday, June 28, 2004 at the front door of the Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on June 3, June 10 and June 17, 2004; and

WHEREAS, said Successor Trustee further sent a copy of the Foreclosure Notice to Foxcroft Investment Group, LLC, and following the appearance of the Foreclosure Notice in said newspaper, the defaults under the Deed of Trust and Note were not cured; and

WHEREAS, Charles B. Robbins, Successor Trustee, at the time, place and date announced in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to **FEDERAL HOME LOAN MORTGAGE CORPORATION**, at the price of One Million Six Hundred Fifty Thousand and no/100 Dollars ($1,650,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Charles B. Robbins, Successor Trustee as aforesaid, in consideration of the compliance with the terms of said bid to me in hand paid, and other consideration, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **FEDERAL HOME LOAN MORTGAGE CORPORATION**, its successors and/or assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate which has been advertised and sold as hereinabove recited, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

LAND in Davidson County, Tennessee, being Tract No. 1, on the Plan of Foxcroft Apartments Site, of record in Book 4300, page 101, as corrected in Book 4636, page 576, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Foxcroft Investment Group, LLC by deed of record in Book 10938, page 417, and re-recorded in Book 11019, page 913, said Register's Office.

TOGETHER WITH:

All of Debtor's present and future right, title and interest in and to the following (all capitalized terms used herein but not otherwise defined shall have the same meanings ascribed to them in the Deed of Trust):

(1) the Improvements;

(2) the Fixtures;

(3) the Personalty;

(4) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements,

rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(5) all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained the insurance pursuant to Lender's requirement;

(6) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings for the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(7) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(8) all proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

(9) all Rents and Leases;

(10) all earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by the Deed of Trust and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(11) all Imposition Deposits;

(12) all refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Deed of Trust is dated);

(13) all tenant security deposits which have not been forfeited by any tenant under any Lease; and

(14) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.

TOGETHER WITH:

All of Debtor's present and future right, title and interest in and to all items of personalty, equipment, fixtures, chattel paper, accounts, general intangibles, and other property which are now or hereafter located on or used in connection with the Land, including without limitation the following:

(1) All of the following which are used now or in the future in connection with the ownership, management or operation of the Land and/or the improvements on such Land: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment;

(2) All furniture, furnishings, equipment, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, and any operating agreements relating to the Property, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property and all other intangible property and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property;

(3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in the Financing Statement;

(5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in the Financing Statement, including any awards or settlements resulting from condemnation proceedings or

the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in the Financing Statement under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in the Financing Statement entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals;

(8) all earnings, royalties, accounts receivable (including accounts receivable for all rents, revenues and other income of the Property, including parking fees, charges for food, health care and other services), issues and profits from the Property, or any other item listed in the Financing Statement, and all undisbursed proceeds of the loan secured by the security interests to which the Financing Statement relates, and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(9) All refunds (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which the Financing Statement relates was made) or rebates of (a) water and sewer charges, (b) premiums for fire and other hazard insurance, rent loss insurance and any other insurance required by the secured party under the Financing Statement ("Secured Party"), (c) taxes, assessments, vault rentals, and (d) other charges or expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party's interests by any municipal, state or federal authority or insurance company;

(10) All tenant security deposits which have not been forfeited by any tenant under any Lease;

(11) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it; and

(12) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

This is improved real property also known as 365 Paragon Mills Road, Nashville, Davidson County, Tennessee.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Said property is conveyed subject to such encumbrances, easements, restrictions, liens, taxes, mortgages and other matters of record or otherwise as may affect the same.

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

Charles B. Robbins, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Charles B. Robbins, 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, this 28th day of June, 2004.

Carole M. Maxson
Notary Public

CAROLE M. MAXSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My Commission Expires:
7-24-04

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $1,650,000.00. Grantee is exempt from the payment of real estate transfer taxes pursuant to the provisions of 12 U.S.C. §1452(e).

Affiant

Sworn to and subscribed before me this 28th day of June, 2004.

Carole M. Maxson
Notary Public

CAROLE M. MAXSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

My Commission Expires:
7-24-04